

These Mendix Supplemental Terms ("Mendix Terms") amend the Universal Customer Agreement ("UCA") between Customer and Siemens solely with regard to Offerings which have been assigned the alphanumeric code 'MX', 'MDX' or 'MNDX' or where these Mendix Terms are otherwise referenced on the Order. These Mendix Terms together with the UCA and other applicable Supplemental Terms form the agreement between the parties ("Agreement"). Offerings under these Mendix Terms primarily consist of Cloud Services.

1. DEFINITIONS

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Mendix Terms:

"Affiliate" means any entity that controls, is controlled by, or is under common control with Customer, in this context, 'control' means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

"App" or "Application" means a software solution or system created and deployed in a production environment using the Mendix Platform, representing the outcome of visual modeling techniques with specific functionalities, features, and user interfaces catering to particular internal business needs and use cases determined by Customer, as build by an Authorized User.

"Application Data" means Content which is used, created, managed, processed, and/or stored in the Application as determined in the Application Model. Application Data may, at the sole discretion of Customer, encompass any information that pertains to an identifiable individual, extending to various categories of sensitive data.

"Application Model" means the graphical representation of the Application, and the relationship of the infrastructure components required to support or provide functionality to the Application.

"Application User" means a named user, being an individual authorized by Customer to have access to Customer's Applications with unique login credentials which can be used to identify one specific individual, as well as any external system that accesses or is accessed by the Application. The subscription details in the Order set forth the Entitlements related to Application Users and applicable fees.

"Authorized User" means an employee or Authorized Agent of Customer or its Affiliate, who is authorized to access and use the Mendix Platform on behalf of and for the benefit of Customer or its Affiliate, and has created their personal Mendix account. In this context, 'Authorized Agent' means an individual who requires access to the Mendix Platform in support of Customer's or its Affiliate's internal business as its consultant, agent, or contractor, or any other individual who is expressly permitted in these Mendix Terms to access and use the Mendix Platform. There are no further restrictions or limitations to the number of Authorized Users.

"Data Privacy Terms" means the data privacy terms available at <https://www.siemens.com/dpt/sw>, as they apply to Siemens acting as Customer's processor of personal data provided by Customer, including the list of relevant subprocessors.

"Documentation" has the meaning given to it in the Agreement, which can be found at <https://docs.mendix.com>.

"Expert Services" means consulting, professional and/or custom services aimed at platform adoption and enabling Customer to independently and successfully build high value and high quality applications on the Mendix Platform, to be provided by Siemens to Customer under an Order.

"High Risk System" means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe-state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. High Risk Systems may be required in critical infrastructure, direct health support devices or systems, aircraft, train, boat or vehicle navigation or communication systems, air traffic control systems, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

"Mendix Platform" means the Cloud Services and Software provided by Siemens as the Mendix low-code enterprise application development platform-as-a-service, covering components that enable steps in the application life cycle (ideation, development, deployment, testing, and ongoing management of the application portfolio in the cloud or on premises) involving visual modeling techniques, drag-and-drop components, and pre-built templates, including but not limited to Mendix Community Hub, Mendix Control Center, Mendix Developer Portal, Mendix Connect, Mendix Marketplace, Mendix Runtime, Mendix Studio Pro, and Mendix Support Portal, as further described in the Documentation. To avoid doubt, (i) Mendix Studio Pro as the low-code IDE comes as Software, and (ii) Applications, Application Data and Application Models do explicitly not form part of the Mendix Platform.

"Territory" means worldwide (subject to Customer's obligations under the Agreement, e.g., regarding compliance with export controls and applicable laws, and the AUP), unless a geographic area is specified on the Order.

2. GENERAL

2.1 Authorized Access and Use. The Mendix Platform may be accessed and used only by Authorized Users in the Territory for the Subscription Term in accordance with the Agreement. During the Subscription Term Customer's Applications may be accessed and used by Application Users at Customer's sole discretion, however, at all times in accordance with (i) the Agreement, (ii) the Entitlements, and (iii) applicable laws and regulations.

2.2 Changes to Supplemental Terms; Enhancement of Offerings. Siemens may only update these Mendix Terms during a Subscription Term if such update does not (a) have a material adverse effect on Customer's rights (e.g., with respect to Entitlements or services levels), or (b) result in a material degradation of the security measures maintained by Siemens with regard to the Mendix Platform. The foregoing will not limit Siemens' ability to make changes to these Mendix Terms (i) to comply with applicable law, (ii) to address a material security risk, (iii) to reflect changes made to the Mendix Platform in accordance with any change provision in the Agreement, or (iv) which are applicable to new features, supplements, enhancements, capabilities, or additional Cloud Services or Software provided as part of the Mendix Platform at no extra charge. When Customer uses any such new feature, supplement, enhancement, capability, or Cloud Services or Software, the then current Mendix Terms available at <https://www.siemens.com/sw-terms/supplements> will apply to such use. In all other cases, if an update to the Mendix Terms during a Subscription Term applies to Customer, Siemens will use commercially

reasonable efforts to notify Customer at least 90 days prior to such change or in accordance with the notice provisions stated elsewhere in the Agreement.

- 2.3 Customer Responsibilities. Customer is and remains responsible for (a) scheduling, implementing, and/or installing changes for updates and upgrades of both Software and Customer's Applications, (b) adherence to the minimum system requirements for various parts of the Mendix Platform as further specified in the Documentation, and (c) the continued use of the Mendix Platform beyond the end-of-life-date as set forth below. Mendix will endeavor to timely publish up-to-date release notes and system requirements as part of the Documentation. Furthermore, Customer is and remains responsible for use of the Mendix Platform in relation to High Risk Systems.
- 2.4 High Risk Systems Use. Customer acknowledges and agrees that (i) Siemens has not designed the Mendix Platform to be used for the operation of or within High Risk Systems where the functioning of a High Risk System is dependent on the proper functioning of the Mendix Platform or Customer's Application, and (ii) the outcome from any processing of Application Data is beyond Siemens' control. Customer will indemnify and hold harmless Siemens, its affiliates, its subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to the use of the Mendix Platform or Customer's Application for the operation of or within High Risk Systems, and Customer will compensate Siemens for all losses and expenses resulting thereof.
- 2.5 End-of-Life Date. Siemens recognizes that Customer may have valid reasons for not immediately upgrading to a new major release of the Mendix Platform when it becomes available. However, Siemens will only provide support for the current major release and the 2 previous major releases of the Mendix Platform. Siemens commits to support any major release for a minimum of 24 months from its release date, and Siemens will release at least 2 major releases before considering a major release as 'end-of-life'. After the end-of-life date, Siemens will no longer provide warranties for any version of the Mendix Platform. Support with regard to the Mendix Platform is further detailed below.
- 2.6 Application Data and Application Model. The Application Model and Application Data will be kept confidential, and treated in accordance with the Data Privacy Terms, and the Mendix information security management system. Siemens will not acquire any title to or ownership of Application Data or the Application Model under this Agreement. Customer is solely responsible for the accuracy, integrity, and quality of the Application Data for use in, with, or by the Application. Siemens will not access nor have any responsibilities with regard to Application Data or Application Model, save as set forth in Section 3.4 (Mendix Cloud) below. The indemnity provided for by Customer in relation to Customer Content as set forth in Section 5.5 UCA, and Customer's responsibilities set forth in Section 5.7 UCA apply and extend to Application Data.
- 2.7 Effect of Expiration or Termination. In addition to the sections specified as surviving termination in the UCA, the rights and obligations of Sections 2.4 (High Risk Systems Use), 2.5 (End-of-Life Date), 2.6 (Application Data and Application Model), and 4 (Mendix Platform Security) of these Mendix Terms will survive the expiration or termination of the Agreement.

3 SPECIFIC TERMS

- 3.1 Plan. The Order sets forth the Mendix Platform subscription plan; the plan determines the features, functionality, and details of the Mendix Platform to which Customer will have access, as well as the number of Applications that come with such plan.
- 3.2 Environments. Applications are required to be deployed to one or multiple environments, for example, in test, acceptance, and production. Types of environments are interchangeable. The number of Applications stated in the Order refers to the maximum number of production environments. Applications can be deployed to environments in Mendix Cloud, Mendix Cloud Dedicated, Mendix for Private Cloud, or to Mendix for server-based deployment environments.
- 3.3 Deployment Options. The Order sets forth the deployment option(s) of Customer's choice and applicable charges, and may consist of Mendix Cloud (a global public cloud operated by Mendix), Mendix for Private Cloud (a -virtual- cloud based on Kubernetes services from e.g., Microsoft Azure, AWS, and RedHat OpenShift, operated by Customer or Customer's hosting partners), Mendix Cloud Dedicated (a dedicated single tenant instance of Mendix Cloud operated by Mendix), and/or Mendix for server-based deployment¹ (a Windows or Linux based deployment managed by Customer or Customer's hosting partner).
- 3.4 Mendix Cloud. Where Customer chooses to deploy and run its Application(s) in Mendix Cloud, the following applies:
 - 3.4.1 Availability, Accessibility. Siemens undertakes to provide for and operates the cloud infrastructure in order to make the Application(s), including the Application Data, available and accessible for Customer's Application Users, following the Mendix Platform security obligations (per Section 4 below), and in line with the applicable support and service levels (per Section 6 below).
 - 3.4.2 Data Privacy Terms. For the purposes of the Mendix Cloud services, Customer consents that Application Data may be processed, hosted, and stored in the available Mendix Cloud region(s) of Customer's choice (per Section 5 below), at all times in accordance with the Data Privacy Terms, and for these purposes Amazon Web Services, Inc. and its subprocessors listed in the Siemens subprocessor list are considered authorized subprocessors.
 - 3.4.3 Portability. Customer may retrieve all Application Data and Application Models in accordance with established and reasonable system access procedures at all times during the Subscription Term and at the latest until 30 days have passed following the earlier of the termination of the Agreement or expiration of the Subscription Term, after such period Siemens will have no further obligations to store, preserve, back-up, and/or make the Application Data or Application Models available, and will delete the same save as otherwise required by applicable law.
 - 3.4.4 Cloud Resources. Each environment deployed in Mendix Cloud requires its own cloud resources capacity unit as further described in the Documentation. The Order sets forth Customer's Entitlements with regard to cloud resource packs of Customer's choice.

¹ Refers to server-based deployment of Customer's Application and the Mendix Runtime engine on premises; development services like the Mendix Developer Portal, Mendix Marketplace, and Mendix Team Server are provided as a hosted solution.

3.5 Expert Services. If the Order (or SOW) contains Expert Services, these services will be provided in a competent manner and performed with reasonable skill, care, and diligence, following agile methodologies (characterized by adaptive planning, self-organization, and short turnaround times). No rights can be derived from any statement of work (SOW) or similar type of document stating an expected outcome of any work performed by Siemens. With regard to achievements and outcomes ensuing from Expert Services in the form of (parts of) Application Models, Siemens reserves no rights, unless otherwise agreed between the parties in writing.

4 MENDIX PLATFORM SECURITY

4.1 Mendix Information Security. As of the version of these Mendix Terms, the Mendix information security management system is certified under ISO 9001, ISO 22301, ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and ISO/IEC 27701, covering the support, maintenance, and the operation of the Mendix Platform and Mendix Cloud. Siemens will implement and maintain an information and security program which is designed to provide at least the same level of protection, as evidenced by the Mendix security controls verified by Siemens' appropriately skilled and knowledgeable external auditors in its then current (a) SOC 1, Type 2 report, and SOC 2, Type 2 report (for Security, Availability, Confidentiality, and Privacy) at least once every 12 months, (b) ISAE 3000, Type 2 report, and ISAE 3402, Type 2 report at least once every 12 months, (c) certification under ISO 9001, ISO 22301, ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and ISO/IEC 27701, and, (d) status as a Level 1 Service Provider under PCI DSS, or in each case, such alternative industry standard reports or certifications that are its successor or reasonable alternative (provided that they are at least as protective as the standards set out above) as determined by Siemens. Siemens provides for up-to-date information on its security standards via <https://www.mendix.com/trust>.

4.2 Security Portal. At any time during the Subscription Term, Customer will be provided controlled access to a central portal where Customer can find, read, download, and verify relevant assurance reports, bridge letters, and certifications related to the security controls in place for the Mendix Platform and Mendix Cloud via <https://app.conveyor.com/profile/mendix>, at no additional cost to Customer. Customer acknowledges that these documents serve as valid and sufficient evidence of the existence, adequacy and effectiveness of the security controls in place. Customer will have the right to review and assess these documents to ensure compliance with industry standards and applicable regulations. Customer undertakes to rely on the findings and conclusions presented in these documents and it is agreed that in the absence of any known material changes in the controls in scope, as confirmed by Siemens, Customer shall accept the findings presented in such documents without the need for concluding a separate audit and save as otherwise prescribed by regulatory requirements applicable to Customer as an entity subject to any regulator having examination or supervisory rights over Customer or Siemens as the provider of Cloud Services to Customer.

5 DATA CENTER LOCATIONS

5.1 Mendix Cloud Regions. Where Customer chooses to deploy and run its Application(s) in Mendix Cloud, the Application Model and Application Data as a result will be processed, hosted, and stored in the designated region of Customer's choice. Siemens does not control or limit the regions from which Customer may access or move Application Data. For the most current information on available Mendix Cloud regions consult the Documentation or visit: <https://www.mendix.com/evaluation-guide/app-lifecycle/mendix-cloud-overview> and <https://docs.mendix.com/developerportal/deploy/mxcloudv4#3-where-will-my-data-be-hosted>.

5.2 Mendix Platform. As of the version of these Mendix Terms, the Mendix Platform Cloud Services are provided from cloud infrastructure and data centers located in the European Union. Siemens may at any time and at its reasonable discretion make use of alternative or additional cloud infrastructure and data center locations to provide the Mendix Platform Cloud Services, which will then be listed in the Documentation.

5.3 Status Updates. Siemens provides for current status of Mendix services and Mendix Cloud via <https://status.mendix.com>, including scheduled maintenance notices, and past incident notices.

6 SUPPORT AND SERVICE LEVELS

Siemens' technical support for the Mendix Platform and Mendix Cloud, and the applicable service levels are governed by the Cloud Support and Service Level Framework available at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference with the following Mendix Platform and Mendix Cloud specific deviations:

6.1 Support and Service Levels Tiers. With regard to Mendix Platform and Mendix Cloud services, Siemens offers support and service levels in 2 tiers only: Standard and Premium. The relevant service levels in relation to the Mendix Platform follow from the applicable Order. All standard packages and pro subscriptions include Standard support levels, whereas Premium support levels (includes enhanced uptime and support) are available for all premium packages and enterprise subscriptions. Support for Applications is not part of the Cloud Support and Service Level Framework.

6.2 Mendix Support Portal. In addition to Support Center, Siemens offers direct access to the Mendix Support Portal at <https://support.mendix.com> for 24/7 online support and submitting support requests, and the Mendix community and forum at <https://community.mendix.com> for community-based support.

6.3 Support Process. After submitting the support request ticket in the Mendix Support Portal, Siemens will analyze the ticket, and, if applicable, undertake to reproduce the incident or evaluate the completeness of the information of a change request. If Siemens determines the root cause of the incident is the Mendix Platform, Siemens will resolve the issue according to the assigned priority level. If the root cause of the incident is deemed to be an external failure (i.e. the root cause is in the Application (Model), Siemens informs Customer and has no obligation to resolve such incident, however, Siemens will use reasonable efforts in supporting Customer to resolve the incident which may include involving Mendix Expert Services (at a fee charged to Customer), and Siemens will seek Customer's written approval and agreement to pay any related fees before performing such services.

6.4 Standard Support Hours. The Standard Support Hours are:

Standard	Premium
10 hours (8:00-18:00) x 5 days per week EST, CET, CST*	24 hours x 7 days per week

* EST = Eastern Standard Time, CET = Central European Time, CST = China Standard Time

6.5 Priority Levels. Priority levels are determined based on impact and urgency, as attributable to Siemens as set forth below.

Impact	High	Production incident with a high impact on Customer's business, impacting (almost) all users.
	Medium	Production incident with intermediate impact on Customer's business, impacting a group of users.
	Low	Trivial (production) incident with no impact on Customer's business.
Urgency	High	Operational functionality is severely disrupted.
	Medium	Operational functionality is limited disrupted.
	Low	Operational functionality is not/hardly disrupted.

Urgency	Impact		
	High	Medium	Low
High	Critical	High	Medium
Medium	High	Medium	Low
Low	Medium	Low	Low

If and where Siemens provides for a workaround solution the priority level can never be higher than Medium.

6.6 Customer Response Level. In deviation of Section 2.4 of the Cloud Support and Service Level Framework the following response time and resolution time objectives will be offered:

Priority Level	Response Times		Resolution Times	
	Standard	Premium	Standard	Premium
Critical	< 2 Office Hours	< 1 Hour	< 8 Office Hours	< 4 Hours
High	< 8 Office Hours	< 2 Office Hours	Next Business Day	Within 8 Office Hours
Medium	Next Business Day	Next Business Day	Reasonable Effort	Reasonable Effort
Low	Reasonable Effort	Next Business Day	Siemens Discretion	Siemens Discretion

6.7 Mendix Cloud Availability. Section 3 of the Cloud Support and Service Level Framework does not apply with regard to the Mendix Platform cloud components, and the following shall be observed with regard to the availability of and across all Customer's Applications deployed and run in Mendix Cloud (provided that such Application shall be on a Mendix supported major release version), Siemens commits to the following monthly availability:

Monthly Availability	Standard	Premium
Default Availability	99.50%	99.50%
Availability with Fallback Environment and Horizontal Scaling ²	-	99.95%

The monthly availability will be calculated as set forth in Section 3.2 of the Cloud Support and Service Level Framework.

6.8 Regular Maintenance Windows. Siemens regularly releases minor versions of (in general, monthly, includes new features and fixes) and patches to (released on an as-needed basis, includes security fixes and critical bug fixes) the Mendix Platform. Any maintenance in relation to the Mendix Platform will be announced at least 2 weeks in advance. In cases where maintenance needs to be performed related to Mendix Cloud which affect the availability of Customer's Applications, Siemens will consult Customer to mutually agree a timeslot to perform such maintenance. Exceptions can be made at the sole discretion of Siemens in respect of urgent security updates or issues causing critical production issues or severe security threats.

² Requires Premium Cloud Resource Packs.

6.9 Uptime Support Measures. In deviation of Section 4 of the Cloud Support and Service Level Framework the following framework and processes apply:

	Standard	Premium
Business Continuity Window (RTO) ³	4 Office Hours	2 Hours
RTO with Fallback Environment and Horizontal Scaling Enabled ⁴	–	15 Minutes
Data Back-Up (RPO) ⁵	Up to 15 Minutes (available up to 72 hours)	Up to 15 Minutes (available up to 72 hours)
Data Retention / Standard Back-Ups	Nightly Back-Ups for 2 Weeks Sunday Back-Ups for 3 Months Monthly Back-Ups for 1 Year	Nightly Back-Ups for 2 Weeks Sunday Back-Ups for 3 Months Monthly Back-Ups for 1 Year

A back-up of all Application Data and Application Models is made on a daily basis for all test, acceptance, and production environments for all Customer's Applications in Mendix Cloud ('standard back-ups'). Standard back-ups are stored in secure, geographically dispersed locations (secondary data center). The standard back-ups provide for the maximum history for the periods indicated above, counting from 1 day prior (yesterday). All back-ups are made available to Customer through the Developer Portal. Customer is advised to set up an internal protocol for the usage and testing of back-ups.

6.10 Customer Application Support Exclusion. The Cloud Support and Service Level Framework as amended in these Mendix Terms, describes the support and service levels for the Mendix Platform and Mendix Cloud provided by Siemens. The Mendix Platform allows customers to develop a broad range of Applications which are customer specific by nature in regards to both functionality and the IT architecture/landscape in which they are used. Due to the wide range of Applications developed using the Mendix Platform, such Applications require business and customer specific, and in-depth domain knowledge in order to be supported and managed. Siemens advises to arrange application support within Customer's delivery organization (or through Mendix partners who sell & service, or build). Siemens can assist delivery organizations in acquiring the right skill set, support them with specialized services or connect customers with partners in the Mendix ecosystem – contact the designated customer success manager. The details of what components of the Mendix Platform are Mendix supported, or supported by a Mendix partner, or a third party, can be found at <https://docs.mendix.com/developerportal/support/#support-by-strategy>.

6.11 Escalations. At any time during the Subscription Term, Customer may initiate an escalation after the response or resolution time has lapsed, provided that Customer has followed the standard support process set forth in this SLA while Customer is not satisfied with the level or timeliness of the support services received. Additionally, an escalation should be initiated when there is tangible impact to Customer's production environment, or there is substantial risk to Customer's business operations. For an issue to be escalated, a support request must be submitted (Siemens does not accept escalations solely based on email or phone communications). The details of the Mendix support escalation process can be found via <https://docs.mendix.com/developerportal/support/escalation-management-process>.

³ RTO = Resolution Time Objective, e.g., disaster impacting single availability zone allowing for cloud services to be stood up or switched to secondary availability zone ("how fast is the App up again?").

⁴ Requires Premium Cloud Resource Packs.

⁵ RPO = Recovery Point Objective for frequency of back-up. Where applicable, data back-up will be done across multiple availability zones in a single region ("how much data is lost?").