

Mendix Supplemental Terms

Siemens Digital Industries Software



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 corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or is under common control with Customer or Siemens. For purposes of this definition “**control**” means the direct possession of a majority of the outstanding voting securities of an entity.

“**Application**” means Customer’s Application Model as deployed and interpreted by the Mendix Platform in order to make it a functioning application ready to process Application Data.

“**Application Data**” means Content which is processed by or in the Application.

“**Application Model**” means the visual model of Customer’s application, which visual model has been created by Customer or by a third party per Customer’s instructions and requirements, making use of the Mendix Platform.

“**Authorized User**” means an employee or Authorized Agent of Customer or its Affiliate who is authorized to access and use the Mendix Platform. For the purposes of this definition, “**Authorized Agent**” means an individual who requires access to the Mendix Platform in support of Customer’s or its Affiliates’ internal business as Customer’s consultant, agent, or contractor, or any other individual who is expressly permitted in these Mendix Terms to access and use the Mendix Platform.

“**Documentation**” has the meaning given to it in the Agreement, and for the purposes of these Mendix Terms the Documentation can be found at <https://docs.mendix.com>.

“**Mendix Platform**” means the Cloud Services provided by Siemens as the Mendix low-code enterprise application development platform-as-a-service, including but not limited to the Mendix website(s), Mendix Studio and Mendix Studio Pro, Team Server, Platform Portal, Cloud Portal, Developer Portal, Marketplace, Support Portal, Mendix Cloud, Mendix runtime, Mendix community, Mendix forum, sandbox, platform-as-a-service, and Documentation.

2. GENERAL

- 2.1. **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 Cloud Services. 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 Cloud Services 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 Offering 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.
- 2.2. **Affiliates.** Subject to the terms of the Order, Customer may make the Mendix Platform available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that Customer will be liable for any breach of the Agreement by any of its Affiliates. The use of Applications is subject to the Entitlements listed in the Order.
- 2.3. **Customer Responsibility.** Customer is and remains responsible for scheduling, implementing, and/or installing changes for updates and upgrades of the Mendix Platform, as well as for upgrading of Customer’s equipment in order to make efficient use of the Mendix Platform.
- 2.4. **End-of-Life-Date.** Siemens recognizes that Customer may have legitimate business reasons for not upgrading to a new major software release of the Mendix Platform as soon as an upgrade becomes available. However, Siemens will only support the current major release and the 2 prior major releases of the Mendix Platform. Siemens will at least support any major release for a minimum period of 24 months from its release date, and not cease to support any major release prior to the expiration of said 24 months and after Siemens has released at least 2 newer major releases (“**End-of-Life-Date**”). However, notwithstanding anything to the contrary in the Agreement, Siemens makes no warranties for a version of the Mendix Platform and/or Software that has passed its End-of-Life-Date.
- 2.5. **Confidentiality.** Confidential Information as defined in the Agreement will also include the Application Model and Application Data.
- 2.6. **Effect of Expiration or Termination.** In addition to those sections specified as surviving termination in the UCA, the rights and obligations of Sections 2.4 (End-of-Life-Date), 2.5 (Confidentiality), 2.7 (Application Data and Application Model), and 4 (Security and Data Privacy) of these Mendix Terms will survive the expiration or termination of the Agreement.
- 2.7. **Application Data and Application Model.** Siemens will not acquire any title to or ownership of Application Data or the Application Model by virtue of the Agreement. Customer is solely responsible for the accuracy, integrity and quality of the Application Data for use in, with, or by the Application, nor will Siemens modify, alter or add Application Data. Siemens will not have any responsibilities with regards to

Application Data or Application Model, unless otherwise agreed by the parties. The indemnity provided for in Section 5.5 UCA, and the responsibilities of Customer set forth in Section 5.7 UCA – all with regards to Customer Content – apply and extend to Application Data.

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 (e.g. Standard Package, Premium Package) 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 Mendix Cloud, Mendix Cloud Dedicated, Mendix for Private Cloud, or Mendix for Server-based Deployment environments.
- 3.3. **Deployment Options.** The Order sets forth the deployment option(s) of choice and applicable charges, and may consist of Mendix Cloud (a global public cloud operated by Siemens), Mendix for Private Cloud (a – virtual – private 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 its Application(s) to Mendix Cloud, the following applies:
- 3.4.1. Siemens undertakes to provide for and operates the cloud infrastructure in order to make Customer’s Applications, including the Application Data, available and accessible for Customer’s Named Users (as defined in Section 3.6 below), following the Mendix Platform security obligations (per Section 4.1 below) and in line with the applicable support and service levels (per Section 6 below).
- 3.4.2. 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 5.1 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. 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 Resource Packs.** A cloud resource pack is a standardized configuration of cloud resources upon which an environment can be deployed in Mendix Cloud. Available cloud resource packs are:

Mendix Cloud Resources					
Cloud Resource Pack	XS	S	M	L	XL
<i>Cloud Characteristics:</i>					
automated back-up	included	included	included	included	included
configuration control	included	included	included	included	included
uptime guarantee	99,50%	99,50%	99,50%	99,50%	99,50%
<i>Computing Resources:</i>					
Mx Memory	1 GB	2 GB	4 GB	8 GB	16 GB
Mx vCPU	0,25 core	0,5 core	1 core	2 cores	4 cores
DB Memory	1 GB	2 GB	4 GB	8 GB	16 GB
DB vCPU	2 cores	2 cores	2 cores	2 cores	4 cores
DB Storage	5 GB	10 GB	20 GB	40 GB	80 GB
File Storage	10 GB	20 GB	40 GB	80 GB	160 GB
Network	unlimited	unlimited	unlimited	unlimited	unlimited
Encryption at rest	included	included	included	included	included

Mendix Cloud Resources – Premium <i>(note: only available under the Premium Package plans)</i>					
Cloud Resource Pack	S	M	L	XL	XXL
<i>Cloud Characteristics:</i>					
automated back-up	included	included	included	included	included
configuration control	included	included	included	included	included
horizontal scaling ²	included	included	included	included	included
CI/CD APIs	included	included	included	included	included
monitoring API	included	included	included	included	included

¹ Refers to server-based deployment of the Mendix runtime engine on-premises; development services like the developer portal, Mendix Studio, app store, and team server are provided as a hosted solution.

² Only available for Mendix 7 and higher. Scaling is possible within the boundaries of the cloud resource pack size provisioned for the Applications. For alternative cloud deployment use scaling mechanism in target platform.

uptime guarantee ³	99,95%	99,95%	99,95%	99,95%	99,95%
<i>Computing Resources:</i>					
Mx Memory	2 GB	4 GB	8 GB	16 GB	32 GB
Mx vCPU	0,5 core	1 core	2 cores	4 cores	8 cores
DB Memory	2 Gb	4 GB	8 GB	16 GB	32 GB
DB vCPU	2 cores	2 cores	2 cores	4 cores	4 cores
DB Storage	10 GB	20 GB	40 GB	80 GB	160 GB
File Storage	20 GB	40 GB	80 GB	160 GB	320 GB
Network	unlimited	unlimited	unlimited	unlimited	unlimited
Encryption at rest	included	included	included	included	included
Fallback ⁴	included	included	included	included	included

3.4.5. **File and Database Storage.** File and Database Storage are fixed capacity units which can be allocated towards file or database storage in Mendix Cloud; each unit is provided with the corresponding back-up storage.

3.5. **Named User.** Named User means 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. Named User types follow the Mendix Platform subscription plan, and can be Internal Users, External Users, or a combination of Internal and External Users, as set forth in the Order. Customer may re-assign the entitlement to access and use Customer’s Applications from one Named User to another Named User within the same entitlement category once per calendar month.

3.5.1. **“External User”** means a Named User who is not an employee or contractor of Customer, and is designated as an External User in the Mendix Platform.

3.5.2. **“Internal User”** means a Named User who is an employee or contractor of Customer.

Siemens reserves the right to verify the number and type of Named Users against the Entitlements (e.g. by means of validation of user name and email address against Customer’s email domain names) and to embed reporting and/or measurement mechanisms.

3.6. **ATS.** If the Order contains a subscription for Application Test Suite (“ATS”), Customer acknowledges and agrees that in order for ATS to perform correctly, Customer should arrange for an installation of the open source package called ‘Selenium’. Any cost and license terms related to such installation and/or use of Selenium are not covered under the Order or the Agreement, and are a separate responsibility of Customer. Siemens assumes no responsibility for Customer’s failure to make proper use of ATS resulting from a failure to install such Selenium installation or any malfunction in such installation.

3.7. **AQM.** If the Order contains a subscription for Application Quality Monitor (“AQM”), Customer acknowledges and agrees that for the sole purposes of improving the measurement algorithms, recalibrating the rating system, and providing anonymized benchmarks to customers, AQM measurement results (not the Application Model or Application Data) are provided to third-party Software Improvement Group at set intervals by Siemens.

3.8. **Data Hub.** If the Order contains a subscription for Data Hub, Mendix version 8.14 (or higher) is required.

3.9. **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 the agile methodology (characterized by adaptive planning, self-organization, and short delivery 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.

4. MENDIX PLATFORM SECURITY

4.1. **Mendix Information Security.** As of the version date of these Mendix Terms, the Mendix information security management system is certified under ISO/IEC 27001, ISO/IEC 27017, and ISO/IEC 27018, 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 SOC 1, Type 2 report, and its then current SOC 2, Type 2 report (for Security, Availability and Confidentiality); its then current certification under ISO/IEC 27001, ISO/IECV 27017, and ISO/IEC 27018; and, its then current 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>.

5. DATA CENTER LOCATIONS

5.1. **Mendix Cloud Regions.** Depending on the deployment scenario of choice by Customer as indicated in the Order, Customer may deploy and run its Application(s) in an available Mendix Cloud region and as a result the Application Model and Application Data will be processed, hosted, and stored in the designated region. 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-capabilities/mendix-cloud-overview/> and <https://docs.mendix.com/developerportal/deploy/mxcloudv4#3-where-will-my-data-be-hosted>.

³ Requires fallback and horizontal scaling configured in Mendix Cloud V4; without fallback and horizontal scaling configured the uptime guarantee is 99,5%.

⁴ Fallback is configured for availability zones in physically distinct datacenters within the same region. This includes data replication and (near) real-time backup. Database storage and RAM only, does not include additional RAM for runtime. For alternative cloud deployment use fallback mechanism in target platform.

6. SUPPORT AND SERVICE LEVELS

- 6.1. The Order sets forth the applicable support plan with respect to the Mendix Platform subscription, whereas the support and service levels and details are set forth in the Mendix Cloud Support and Service Level Framework available at <https://www.mendix.com/sla>, which is incorporated herein by reference.