Mendix Platform
Product Specific Maintenance Services Terms

These Mendix Platform Product Specific Maintenance Services Terms ("Mendix Maintenance Terms") supplement the General SISW Maintenance Services Terms and apply solely to Products identified on the Order Form as "MX" (the "Mendix Platform Products"). These Mendix Maintenance Terms, together with the General SISW Maintenance Services Terms, the EULA and other applicable Supplemental Terms, form the agreement between the parties ("Agreement").

1. **DEFINITIONS**. Capitalized terms used herein have the same meaning as defined in the Agreement. The following additional definitions apply to these Mendix Maintenance Terms:
    (a) "Incident Report" means a Customer query related to the Mendix Platform.
    (b) "Mendix Support Portal" means the online support resources for the Mendix Platform available via https://support.mendix.com/.
    (c) "Support Phone" means the telephone support offered to Customers in order to allow them to directly communicate regarding any support related questions.
    (d) "System Availability" means the total relative time the Cloud Services have been available for use by Customer in a particular calendar month as defined in Section 5.3.a) of these Mendix Maintenance Terms.
    (e) "Tiered Support" means the multiple-level Maintenance Services offered under these Mendix Maintenance Terms.

2. **SUPPORT PROCESS.** Notwithstanding any reference to other online or hotline support services found via any other URL's, the only applicable contact channels for Maintenance Services related to Mendix Platform Products are found via the Mendix Support Portal, which also includes the telephone numbers for the Support Phone. Incident Reports must be reported by submitting a ticket in the Mendix Support Portal. The Mendix Support Portal provides all information about the progress and status of raised tickets. Critical incidents reported in the Mendix Support Portal have to be followed by a phone call to the Support Phone in order to immediately determine the best communication line while handling the ticket.

3. **TIERED SUPPORT.** Customer will receive the Maintenance Services according to the Tiered Support level corresponding to the type of Mendix Platform Subscription purchased by the Customer as indicated on the applicable Order Form, either "Pro" or "Enterprise" level. Each Tiered Support level grants a different level of service, as specified below. Support for Applications is not included in any Maintenance Services of SISW.

3.1 **Pro Level.** Customer will receive the Maintenance Services as specified in the General SISW Maintenance Services Terms, with the following modifications and additional services:

(a) Severity response commitments. SISW will use commercially reasonable efforts to provide Maintenance Services promptly on a first come/first served basis. Incident Reports are escalated based on severity and complexity. Customer will initially classify each Incident Report according to the following priority classes. If a priority class is not identified by Customer, the report is considered to be "Medium." The final determination of priority class will be determined at SISW's sole discretion.

Impact:

(i) High: a high priority production incident with a high impact on Customer's business, impacting (almost) all users

(ii) Medium: a production incident with intermediate impact on Customer's business, impacting a group of users

(iii) Low: a trivial (production) incident with no impact on the customer's business

Urgency:

(i) High: operational functionality is severely disrupted

(ii) Medium: operational functionality is limited disrupted

(iii) Low: operational functionality is not/hardly disrupted

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

(b) Support Hours. Support via the Support Portal and/or Support Phone is only provided during "Support Hours", which means the regular office hours of the Mendix support center serving the zone where Customer is located: 08:00 to 18:00 Local Time, from Monday to Friday (excluding national and/or public holidays). For purposes of this Agreement, "Local Time" means the time zone for the location of the Mendix support center serving the zone where Customer is located as shown in the table below. Mendix support centers observe the national and/or public holidays for their own location.

Support Center Location	Responsible for	Time Zone
South Africa	South Africa	SAST (South Africa Standard Time)
United Kingdom	United Kingdom	GMT (Greenwich Mean Time)
USA	Americas	EST (Eastern Standard Time)
The Netherlands	Rest of the world	CET (Central European Time)

(c) Incident Report Target Response Times. SISW will use commercially reasonable efforts to provide a first response to an Incident Report within the following time periods in accordance with the report's classification:

Priority class	Response Times	Resolution Times
Critical	< 2 business hours	< 8 business hours
High	< 8 business hours	Next business day
Medium	Next business day	SISW's discretion
Low	SISW's discretion	SISW's discretion

For purposes of this Agreement, "business hours" and "business days" shall mean hours, resp. days, counted only during the regular office hours of the Mendix support center in charge of serving the zone where Customer is located as defined in this Section.

3.2   Enterprise Level. Enterprise level Customers will receive all of the benefits of Pro level plus the following additional benefits:

(a) Support Hours. Support via the Support Portal and/or Support Phone will be provided at any time (24 hours per day, 7 days per week, 365 days per year).

(b) Incident Report Target Response Times. SISW will use commercially reasonable efforts to provide a first response to an Incident Report within the following time periods in accordance with the report's classification:

Priority class	Response Times	Resolution Times
Critical	< 1 hour	< 4 hours
High	< 2 business hours	< 8 business hours
Medium	Next business day	SISW's discretion
Low	Next business day	SISW's discretion

4.   MAINTENANCE OF PRIOR VERSIONS. SISW is not under any obligation to maintain prior versions of the Mendix Platform, and even if Customer requests and SISW agrees, that a prior version be maintained for Customer's use, no course of dealing will be established between the parties that would require SISW to consent to additional requests by Customer to maintain prior versions of the Mendix Platform.

5.   CLOUD SERVICES ENVIRONMENT MAINTENANCE, SUPPORT AND AVAILABILTIY.
5.1.   Cloud Services. As described in the Mendix Platform Supplemental Terms, the Mendix Platform is by default offered in a combination of Software in object code form and Cloud Services. The terms and conditions of this Section shall only apply to Cloud Services which form part of the Mendix Platform Products.
5.2.   Environment and Updates. Customer acknowledges that the Cloud Services may be provided in a multiuser environment, and that SISW is not obligated to separately manage provision of the Cloud Services for any purchaser, including Customer. Updates to the software underlying the Cloud Services will be made at SISW's discretion, with or without notice, and there is no additional charge to Customer to access updated versions of the Cloud Services.

5.3. **System Availability Metrics and Credits.** With respect to SISW's failure to meet its obligations for the Mendix Platform under these Mendix Maintenance Terms, Customer shall be entitled to whatever remedies are described in this Section. Any remedy provided to Customer shall be the sole and exclusive remedy available to Customer with respect to a failure by SISW to meet its obligations hereunder. Claims must be made in good faith and by submitting a support case within thirty (30) days after the end of the relevant calendar month in which SISW did not meet the System Availability metric. Any claims not submitted by Customer within the specified time period may be denied by SISW and SISW will have no further obligation to Customer with respect to such failure to meet the System Availability metric for the Mendix Platform.

a) System Availability Metric.

$$\text{System Availability (expressed in \%)} = \frac{\text{Uptime (in seconds) during a calendar month}}{\text{Total Time (in seconds) during a calendar month}}$$

The System Availability metric will be considered met successfully if the applicable Service Offering is available for use (i) 99.95% of the time for Enterprise level deployments or (ii) 95% of the time for Pro level deployments. If SISW is unable to meet the System Availability metric for the Mendix Platform three (3) or more times in a calendar year, then Customer will have the right to terminate the Agreement without penalty and will receive a pro rata refund of any fees paid for the remaining period of its Subscription.

Downtime	All of the time in a calendar month during which the Mendix Platform is not available, except for Excluded Downtime, as defined below.
Excluded Downtime	All of the Downtime during a calendar month that is attributable to: (i) a Scheduled Downtime within a Regular Maintenance Window; (ii) any other Scheduled Downtime where Customer has been notified at least 24 hours prior to such Scheduled Downtime; or (iii) unavailability caused by factors outside of SISW's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Regular Maintenance Window	The regular period during which SISW may schedule Downtime for maintenance to or upgrades of the Cloud Services, as set forth in these Mendix Maintenance Terms.
Scheduled Downtime	Downtime for a Service Offering that is scheduled by SISW as set forth in Section 5.3.b) of this SLA, "Maintenance Windows"
Total Time	All of the time during a calendar month, less any Excluded Downtime
Uptime	All of the time during a calendar month when a Service Offering is available for production use.

b) Maintenance Windows. In order to keep the Mendix Platform running smoothly, updates and fixes are regularly released. Any maintenance that needs to be performed to the Cloud Services shall be announced to Customer at least two weeks in advance. In case maintenance needs to be performed on the Cloud Services upon which Customer's Application(s) run in production which affect the availability of Customer's Application(s), SISW shall consult Customer to mutually decide upon a timeslot to perform such maintenance. Exceptions can be made at the discretion of SISW in relation to urgent security updates or issues that are causing critical production issues or severe security threats. Any such communicated maintenance shall be considered Scheduled Downtime for the purposes of determining the System Availability.

c) <u>Recovery Time and Recovery Point Objectives</u>. SISW offers the following recovery point objectives ("RPO") and recovery time objectives ("RTO") on the Mendix Platform Entitlements:

	Pro Level	**Enterprise Level**
Cloud v3 RPO Standard Backups	Standard Backups - nightly	Standard Backups - nightly
Cloud v3 RPO with Real-Time Backups	15 minutes	15 minutes
Cloud v3 RTO	8 Support Hours	4 hours
Cloud v4 RPO Default (in addition to Standard Backups)	Up to 15 minutes (available up to 72 hours)	Up to 15 minutes (available up to 72 hours)
Cloud v4 RTO Default	4 Support Hours	4 Support Hours
Cloud v4 RTO with FallBack Environment and Horizontal Scaling enabled	N/A	N/A

d) <u>Standard Backups</u>. For all Customer Data and Application Models stored in the Mendix Platform through Cloud Services provided by SISW, a back-up is made on a daily basis for test, acceptance and production environments ("Standard Backups") and is stored at a secondary datacenter. Standard Backups are available through the Cloud Portal and are made as follows:
- Nightly back-ups: maximum two (2) weeks history (counting from the day before the back-up is made)
- Sunday back-ups: maximum three (3) months history (counting from the day before the back-up is made)
- Monthly back-ups (1st Sunday of each month): maximum one (1) year history (counting from the day before the back-up is made)

Customer is responsible for setting up an internal protocol for the usage and testing of back-ups.