

# Service Level Agreement

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world.



# 1. General

- 1.1 **Introduction.** This service level agreement (the “SLA”) sets forth the relevant service levels in relation to the App Platform as provided by Mendix to Customer under an applicable Order Form. All ‘Pro’ edition subscriptions include Gold Support’ service level as set forth in this SLA, whereas ‘Platinum Support’ service level, which includes enhanced uptime and support, is available for ‘Enterprise’ edition subscriptions. Notwithstanding section 3 (Mendix Applications), support for Applications is not part of this SLA.
- 1.2 **Definitions.** All capitalized terms used in this SLA that are not otherwise defined herein, shall have the meaning given to them in the Agreement. Unless otherwise specified, any reference in this SLA to a section or other subdivision is a reference to a section or subdivision of this SLA.
- 1.3 **Cloud versions.** For purposes of this SLA, “Cloud v3” shall mean any and all Application hosting services provided by Mendix which do not fall under the following definition of Cloud v4. For purposes of this SLA, “Cloud v4” shall mean Application hosting services provided by Mendix explicitly labeled as “Cloud v4” (or higher) in the cloud management environment provided by Mendix, provided however that Applications deployed to such hosting services shall be of Mendix version 7 or higher.
- 1.4 **Support Functionalities.** Mendix provides for the following support functionalities at the addresses and telephones numbers provided:
- Platform Documentation: <https://docs.mendix.com/>
  - Mendix Support Portal: <https://support.mendix.com>
  - Mendix Community & Forum: <http://www.mendix.com/community>
  - Support Phone Numbers: NL: +31 10 478 8848      US: +1 617 939 9638  
UK: +44 3308 280000      SA: +27 11 550 2419
- 1.5 **Submitting Support Requests.** All support requests (incidents and change requests) need to be reported by submitting a ticket in the Mendix Support Portal (the “Support Portal”). This enables for all required information to be properly logged and tickets can be addressed in the fastest and most efficient manner. The Support Portal provides all information about the progress and status of raised tickets. In addition to the Support Portal, support phone numbers are made available to directly communicate regarding any support related questions (the “Support Phone”). Critical incidents reported in the 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.
- 1.6 **Support Process.** After submission in the Support Portal, Mendix will analyze the ticket and, if applicable, try to reproduce the incident or evaluate the completeness of the information of a change request. If Mendix determines the root cause of the incident is the App Platform, Mendix will resolve the issue according to the assigned priority, as defined under section 1.7 (Priority Levels). If the root cause of a reported incident is deemed to be an external failure (i.e. the root cause is not the App Platform, but e.g. the (model of the) Mendix Application), Mendix shall inform Customer of such fact and Mendix will have no obligation to resolve such issue. However, in such case however Mendix shall use reasonable efforts in supporting Customer in resolving the incident which may include involving (paid) Mendix Expert Services. Mendix will seek Customer’s written approval and agreement to pay any related fees before performing such services.
- 1.7 **Priority Levels.** Priority levels are determined based on impact and urgency, as attributable to Mendix as set forth below.

**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

Priority Levels			
Urgency		Impact	
	High	Medium	Low
High	Critical	High	Medium
Medium	High	Medium	Low
Low	Medium	Low	Low

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

1.8 **Support Hours.** Support via the Support Portal and/or Support Phone is limited to the support hours as set forth in the table below. For purposes of this SLA, “Local Time” means the time zone for the location of the Mendix entity Customer is contracting with under the Agreement; Mendix observes the national and/or public holidays for the same location:

- Mendix, Inc. EST (Eastern Standard Time) United States
- Mendix Technology B.V. CET (Central European Time) The Netherlands
- Mendix Technology Limited GMT (Greenwich Mean Time) United Kingdom
- Mendix SA (PTY) Limited SAST (South Africa Standard Time) South Africa
- Mendix International B.V. CET (Central European Time) The Netherlands

	Gold	Platinum
Support Hours	Office Hours Monday – Friday 8:00 – 18:00 Local Time (excluding national holidays)	Maximum 24 hours per day 7 days per week 365 days per year

1.9 **Response Time and Resolution Time Objectives.** For solving incidents in the App Platform, Mendix offers the following response time and resolution time objectives:

	Response Times		Resolution Times	
	Gold	Platinum	Gold	Platinum
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	Mendix Discretion	Mendix Discretion

## 2. Mendix App Platform

2.1 **App Platform.** The App Platform refers to all software provided by Mendix, including but not limited to: Mendix website(s), Business Modeler, Team Server, Cloud Portal, App Store, Support Portal, Partner Portal, Cloud Services, Platform-as-a-Service, and Documentation. For the avoidance of doubt, Customer Data and the Application Model are not part of the App Platform.

2.2 **Availability.** Mendix guarantees average availability of the Cloud Services, which for the purposes of this SLA shall mean the Application hosting environment provided by Mendix, on which Customer’s Application(s) run(s) in production, across all Customer’s Applications in accordance with the table below. Maintenance Windows, force majeure, internet outages and circumstances beyond Mendix’ reasonable control are excluded.

Availability is calculated as follows:  $\text{availability percentage} = (\text{TMM} - \text{TMD}) / \text{TMM} * 100\%$ . Whereby:

- TMD = total minutes of downtime of the Cloud Services. TMD is calculated from the moment the applicable support ticket is submitted in the Support Portal stating that the Cloud Services are unavailable until the time the ticket is set to ‘solved’ in the Support Portal and then totaled for all affected Customer Applications running in Production; and
- TMM = total minutes per calendar month. TMM is calculated by taking the number of days within the applicable calendar month and multiply those by 1440 (24 hours times 60 minutes) multiplied by the number of Customer’s Applications running in Production and corrected for any scheduled downtime within Maintenance Windows or beyond Mendix’ control.

Cloud Version	Gold	Platinum
<b>Cloud v3 Availability</b>	99.50%	99.90%
<b>Cloud v4 Default Availability</b>	99.50%	99.50%
<b>Cloud v4 Availability with FallBack Environment and Horizontal Scaling</b>	N/A	99.95%

- 2.3 Software Lifecycle. Mendix will only support the current major release and the two (2) prior major releases of the App Platform. Mendix shall (a) at least support any major release for a minimum period of twenty-four (24) months from its release date, and (b) not cease to support any major release prior to expiration of said twenty-four months and after Mendix has released at least two (2) newer major releases (“*End-of-Life-Date*”).
- 2.4 Monitoring. Mendix actively monitors the performance of the App Platform (including memory, storage, CPU usage and network connections). Customer shall be responsible for monitoring the performance of its Applications running on the Cloud Services. Application monitoring and alerting on the Cloud Services is available for Customers through the Cloud Portal. Without first obtaining the prior written consent of Mendix, Customer may not intentionally perform any actions, such as load tests, performance tests, or similar tests that might interfere with or disrupt the integrity or performance of the App Platform or Cloud Services.
- 2.5 Maintenance Windows. In order to keep the App Platform running smoothly, updates and fixes are regularly released. Any maintenance that needs to be performed to the App Platform 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 the Customer’s Application(s), Mendix shall consult Customer to mutually decide upon a timeslot to perform such maintenance. Exceptions can be made at the discretion of Mendix in relation to urgent security updates or issues that are causing critical production issues or severe security threats.
- 2.6 Recovery Time and Recovery Point Objectives. Mendix offers the following recovery point objectives (“RPO”) and recovery time objectives (“RTO”) on the Cloud Services:

Cloud Versions and Options	Gold	Platinum
<b>Cloud v3 RPO Standard Backups</b>	Standard Backups - nightly	Standard Backups - nightly
<b>Cloud v3 RPO with Real-Time Backups</b>	15 minutes	15 minutes
<b>Cloud v3 RTO</b>	8 Support Hours	4 Hours
<b>Cloud v4 RPO Default (in addition to Standard Backups)</b>	Up to 15 minutes (available up to 72 hours)	Up to 15 minutes (available up to 72 hours)
<b>Cloud v4 RTO Default</b>	4 Support Hours	2 Hours
<b>Cloud v4 RTO with FallBack Environment and Horizontal Scaling enabled</b>	N/A	15 minutes

- 2.7 Standard Backups. A back-up of all Customer Data and Application Models is made on a daily basis for test, acceptance and production environments (“*Standard Backups*”) and are stored at a secondary datacenter. Standard Backups are available as follows:
- Nightly Back-ups: maximum two (2) weeks history (counting from yesterday)
  - Sunday Back-ups: maximum three (3) months history (counting from yesterday)
  - Monthly Back-ups (1st Sunday of each month): maximum one (1) year history (counting from yesterday)
- Customer is advised to set up an internal protocol for the usage and testing of Backups which are available through the Cloud Portal.

### 3. Mendix Applications

This SLA describes the support levels for the App Platform and Cloud Services provided by Mendix. The Platform allows Customers to develop a broad range of Applications which are Customer specific in regards to both functionality and the IT environment in which they are used. Due to the wide range of Applications developed using the Mendix Platform, such Applications require

business specific and in-depth domain knowledge in order to be supported. Mendix advises to arrange Application support within Customer's delivery organization (or through a Mendix Partner). Mendix can assist delivery organizations in acquiring the right skill set, support them with specialized services or connect you with our Partner network. Please contact your Customer Success Manager for more information.

## 4. Escalations

At any time during your subscription with Mendix, an escalation may be initiated after the SLA Response- or Resolution time has lapsed. If you have worked through our standard support processes and with our teams and you are not satisfied with the level or timeliness of service you received, you can escalate accordingly. Additionally, an escalation should be initiated when there is tangible impact to your production environment, or there is substantial risk to the business operations. The entry point into the Mendix escalation process is through your support case. Please note that for an issue to be escalated, a support case must be created (Mendix does not accept escalations solely based on communications via email).

Escalation can be initiated by either: (i) within the Mendix Support Portal, in the case notes, CC [escalation@mendix.com](mailto:escalation@mendix.com) or (ii) via email to [escalation@mendix.com](mailto:escalation@mendix.com) detailing your organization name and relevant case number provided in the Mendix Support Portal. For either options (i) or (ii) above, Customers are expected to provide a clear and concise description of the issue at hand and the urgent reason for initiating the escalation process. Further details regarding Mendix' Escalation Management Process may be obtained from the Platform Documentation.

## 5. Service Level Credits

Service level credits apply where Mendix exceeds the Resolution Time of Critical Incidents twice or more. In this case, Mendix refunds a portion of the subscription fee paid for the Application(s) affected in accordance with the below table. Service level credits do not apply if Mendix cannot meet the Resolution Time due to a situation of force majeure (e.g. natural disasters, terrorism and war) and circumstances that are reasonably beyond Mendix' control. Cumulative service level credits payable in any one month will be limited to 1/12<sup>th</sup> of the subscription fee payable to Mendix per year.

# Times the Resolution Time is exceeded	Service Level Credit awarded
<b>More than twice the Resolution Time but less than 4 times</b>	1/52 <sup>nd</sup> of the annual subscription fee
<b>More than 4 times the Resolution Time but less than 8 times</b>	2/52 <sup>nd</sup> of the annual subscription fee
<b>More than 8 times the Resolution Time</b>	1/12 <sup>th</sup> of the annual subscription fee

Mendix is the fastest and easiest platform to build and continuously improve mobile and web applications that enable innovation. Recognized as a Leader by Gartner and Forrester, we help our customers digitally transform their organizations and industries by building, managing, and improving apps at unprecedented speed and scale. Nearly 4,000 forward-thinking organizations, including KLM, Medtronic, Merck, and Phillips, use our platform to build business applications to delight their customers and empower their employees.

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