

This Master Services Agreement (the "Agreement") is entered into as of the last date signed below (the "Effective Date"), and is made by and between {LegalEntityName} {CompanyType}, having its principal place of business at {StreetNameHouseNumber}, {ZipCode} {City}, {Country} ("Customer"), and {MendixLegalEntityNameRelatedToCustomer}, having its principal place of business at {MendixLegalEntityAddressRelatedToCustomer} ("Mendix").

Mendix and Customer shall herein be referred to each as a "Party" and collectively as the "Parties". This Agreement governs the terms and conditions upon which Customer has agreed to engage Mendix to provide the Services from time to time pursuant to an Order Form. Each Order Form will be governed by and incorporated into this Agreement. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement that are not otherwise defined herein, shall have the meaning shown below, for both singular and plural forms. Unless otherwise specified, any reference in this Agreement to a section or other subdivision is a reference to a section or subdivision of this Agreement.

1.1. "Affiliates" means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2. "App" or "Application" means Customer's Application Model as deployed on and interpreted by the Mendix Platform in order to make it a functioning application ready to process Customer Data.

1.3. "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.

1.4. "Claim" has the meaning given to it in section 9.1 (Mendix Indemnification).

1.5. "Confidential Information" has the meaning given to it in section 4.1 (Confidential Information).

1.6. "Customer Data" means any electronic information, including but not limited to, any data, information or material, such as posts, comments, documents, project information, application data, user information and account information which is submitted, created, saved, added, uploaded or made available in the Application. For the avoidance of doubt, the Application Model is not part of Customer Data.

1.7. "Documentation" means the documentation provided by Mendix to assist users in the use of the Mendix Platform describing the operational functionality of (elements of) the Mendix Platform, including user and system administrator guides and manuals, found at <https://docs.mendix.com>.

1.8. "DPA" has the meaning given to it in section 8.5 (Data Protection).

1.9. "End-of-Life-Date" has the meaning given to it in section 2.7 (End-of-Life-Date).

1.10. "Expert Services" means consulting, professional and/or custom services to be provided by Mendix. All Expert Services will be set forth and described in an Order Form and/or SOW.

1.11. "Export Laws" has the meaning given to it in section 10.1 (Export Compliance).

1.12. "Feedback" means any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer, its Affiliates, and/or Users relating to the features or operation of the Mendix Platform and Documentation or services.

1.13. "Incident" has the meaning given to it in section 8.8 (Incident Management and Breach Notification).

1.14. "Mendix Platform" means all software and services provided by Mendix whether such software and services are provided physically at Customer's location, through the internet or installed on Customer's

hardware, including but not limited to, the Mendix website(s), (Web / Desktop) Modeler, Team Server, Platform Portal (Cloud Portal and Developer Portal), App Store, Support Portal, Partner Portal, Mendix Cloud, Mendix Runtime, Mendix Community, Mendix Forum, Sandbox, Platform-as-a-Service, and Documentation.

1.15. "Legal Notices" has the meaning given to it in section 10.7 (Notices).

1.16. "Losses" has the meaning given to it in section 9 (Indemnification).

1.17. "Order Form" means an ordering document provided by Mendix and signed by Customer, which references this Agreement and details, amongst other things, the subscription or other services ordered by Customer from Mendix (which may include Expert Services), the price payable by Customer for the Mendix Platform and related services, and the term for which the Mendix Platform and any related services are provided. For the purposes of this Agreement, an Order Form that exclusively contains Expert Services shall be considered a SOW.

1.18. "Representatives" has the meaning given to it in section 4.1 (Confidential Information).

1.19. "Security Breach" has the meaning given to it in section 8.8 (Incident Management and Breach Notification).

1.20. "SOW" or "Statement of Work" means a document provided by Mendix which references this Agreement and entered into by both Parties from time to time that describes the Expert Services to be provided by Mendix, sets forth the prices for the Expert Services and contains certain other related terms as agreed between the Parties.

1.21. "Subscription Term" means the term for the recurring/ongoing services, such as subscription items, as set forth in the relevant Order Form.

1.22. "Update" means a modification made by Mendix to the Mendix Platform and provided to Customer under the terms and conditions of this Agreement. Updates shall not include any version, option or future products provided by Mendix not included in the subscription as set forth in the relevant Order Form.

1.23. "Upgrade" means a new, major software release of the Mendix Platform whose primary purpose is to add new functionality or enhance the performance of the Mendix Platform, which is identified by an increment in the first two (2) numbers of the software version. Notwithstanding the foregoing, an Upgrade will not include new software or modules (whether or not branded as Mendix software) that Mendix markets and prices separately.

1.24. "Users" means individuals who are authorized by Customer to use the Mendix Platform and have been supplied passwords by Customer (or by Mendix at Customer's request). Users consist of any employee of Customer or its Affiliates and any independent contractor of Customer or its Affiliates.

2. Access

2.1. Access. Mendix shall (a) provide Customer with (access to) the Mendix Platform and related services, specified on an Order Form or SOW, as the case may be, pursuant to this Agreement, and (b) use commercially reasonable efforts to make the Mendix Platform available 24 hours a day, 7 days a week, save for: (i) planned downtime (of which Mendix will give advance electronic notice as provided in the Documentation and/or applicable service level agreement); and (ii) any unavailability caused by circumstances beyond the reasonable control of Mendix as set forth in section 10.10 (Force Majeure). Support will be provided in accordance with the service level determined in the applicable Order Form and as set forth in the applicable service level agreement. Any conflict between the terms and conditions set forth in this Agreement, the applicable service level agreement and any Order Form or SOW shall be resolved in favor of this Agreement, unless explicitly agreed otherwise in writing. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Mendix regarding future functionality or features.

2.2. License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of the subscription fees set forth on the applicable Order Form, Mendix hereby grants to Customer

and its Affiliates, solely during the Subscription Term of the applicable Order Form, a non-exclusive, non-transferable (except as set forth in section 10.4 (Assignment)) license to access and use the Mendix Platform solely for Customer's internal business purposes. This license is restricted to use by Customer and its Affiliates, and its Users and does not include the right to use the Mendix Platform on behalf of any third party. Furthermore, this license is subject to the limitations set forth on the applicable Order Form, including but not limited to: instances, users, storage, memory, time or other designated metric. Customer and its Affiliates obtain a right to use and access the Mendix Platform only, and therefore have no right to receive a copy of the source code of the Mendix Platform. Customer is responsible for procuring and maintaining the network connections that connect Customer to the Mendix Platform. Customer agrees: (i) that only authorized Users are permitted to use the Mendix Platform; (ii) that it is responsible for authorized Users' actions or failures to act in connection with activities contemplated under this Agreement; and (iii) to otherwise take all commercially reasonable steps to protect the Mendix Platform and the Documentation from unauthorized use and/or access.

2.3. Feedback. Notwithstanding anything to the contrary in this Agreement, Customer hereby agrees that all intellectual property rights in the Feedback, and all other ownership in any ideas, modifications, enhancements, improvements, or any other suggestion specifically relating to the Mendix Platform, are hereby assigned to Mendix and shall be the sole and exclusive property of Mendix. All Feedback shall be treated as Mendix' Confidential Information.

2.4. License Restrictions. Notwithstanding anything set forth in this Agreement to the contrary, Customer may not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute its rights to any other person or otherwise commercially exploit the Mendix Platform in any other way than explicitly allowed under this Agreement; (ii) make the Mendix Platform available to anyone who is not a User; (iii) create any derivative works based upon the Mendix Platform or Documentation other than an Application Model; (iv) copy any feature, design or graphic, or reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Mendix Platform; (v) access or let anyone access the Mendix Platform in order to build a competitive solution or to assist someone else to build a competitive solution; (vi) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vii) send, upload, store or otherwise transmit, display or distribute any unlawful, infringing, tortious, obscene, threatening, abusive, harassing, defamatory, vulgar, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable material, including but not limited to children or material that violates third party privacy rights or infringes any proprietary rights or intellectual property rights; (viii) interfere with or disrupt the integrity or performance of the Mendix Platform or the data contained therein; (ix) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or (x) use the Mendix Platform in a way that violates any criminal, public or civil law.

2.5. Affiliates. Subject to the terms of the Order Form, 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 shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Customer's Affiliates may also directly acquire services from Mendix subject to the terms and conditions of this Agreement by executing one or more Order Forms or SOWs hereunder directly with Mendix. Each Order Form executed by an Affiliate hereunder shall incorporate the terms and conditions of this Agreement by reference and be deemed to be a two-party agreement between Mendix and such Affiliate. Each Affiliate executing an Order Form or SOW shall be solely responsible for its obligations pursuant to such Order Form or SOW as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named Customer hereunder. Customer shall have no obligations or liabilities as to such Order Form or SOW and Mendix shall look solely to the Affiliate executing such Order Form or SOW.

2.6. Customer Responsibility. Customer is and remains responsible for: (i) all activities conducted under its User logins and for its Users' compliance with this Agreement; (ii) maintaining up-to-date hard-/software that is compatible with the Mendix Platform, as set out in the Documentation; (iii) a high-speed/broadband internet connection of good quality and reliability to access the Mendix Platform and/or Applications; (iv) 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; and (v) providing all information, access and good faith cooperation reasonably necessary to enable Mendix to meet its obligations under this Agreement and/or an Order Form or SOW (if Customer fails to do so, Mendix

will be relieved from its obligations under such agreement to the extent that such obligations are dependent upon Customer's performance or cooperation).

2.7. End-of-Life-Date. Mendix 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, Mendix will only support the current major release and the two (2) prior major releases of the Mendix 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").

2.8. Non-Mendix Providers. Mendix or third parties may make available (e.g. through a marketplace or otherwise) third-party products or services, including, but not limited to: (i) web-based, mobile, offline or other software application functionality that is (a) provided by Customer or a third party and interoperates with a service, including, for example, an application that is developed by or for Customer, or (b) is listed on a marketplace (such as app services, layouts, modules, themes, widgets, GitHub or connectors); and (ii) implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-Mendix provider, product or service is solely between Customer and the applicable non-Mendix provider. Mendix does not warrant or support such non-Mendix functionality or other non-Mendix products or services, whether or not they are designated by Mendix as 'certified' or otherwise, unless expressly provided otherwise in an Order Form or SOW.

3. Fees and Payment Terms

3.1. Fees. Customer agrees to pay Mendix for services provided and expenses incurred on the basis and at the rates specified in each Order Form or SOW, without any deduction or set-off, within thirty (30) days from invoice date. Mendix reserves the right to assign its right to collect and receive the fees to a third party.

3.2. Disputed Charges. If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, Customer shall pay the amounts due less the disputed amount, and the Parties shall proceed in good faith to promptly resolve such disputed amount. An amount will be considered disputed in good faith if: (i) Customer delivers a written statement to Mendix on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer; (ii) such written statement represents that the amount in dispute has been determined after due investigations of the facts and that such disputed amount has been determined in good faith; and (iii) all other amounts due from Customer that are not in dispute have been paid as and when required under this Agreement.

3.3. Taxes. All fees listed on the Order Form or SOW do not include any taxes such as sales, use or value added or similar taxes. Mendix shall invoice Customer for the fees listed on the Order Form or SOW plus any taxes due over such fees, with the exclusion of corporate income, employment or excise taxes imposed upon Mendix.

3.4. Late Payment. Time for payment shall be of the essence. Past-due amounts will be subject to a late payment charge of the lesser of 2% per month or the highest interest rate allowed by law. In addition, Customer will reimburse Mendix for all reasonable expenses Mendix may incur, including reasonable attorney fees, in collecting any amounts past due under this Agreement.

4. Confidentiality

4.1. Confidential Information. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information ("Confidential Information"). Confidential Information shall also include the Application Model, Customer Data and any other information disclosed by a Party to the other Party, in whatever form, including visually and orally, and designated in writing as proprietary or confidential, or which – to a reasonable person familiar with the disclosing Party's business and the industry in which it operates – is of a proprietary or confidential nature. During the term of this Agreement and following three (3) years after its termination, each Party will not disclose any such Confidential Information except as set forth herein. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer

its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively “Representatives”) who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party’s Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event, shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and Customer further agrees that it shall not use the services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the services and will not publicly post any analysis or reviews of the services without Mendix’ prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

4.2. Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, where legally permitted to do so, it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3. Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party’s Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. Warranties; Disclaimer

5.1. General. Each Party represents and warrants that: (i) it has the legal power to enter into and perform under this Agreement; and (ii) it will comply with all laws and regulations in the performance of this Agreement. Mendix has implemented and will maintain during the term of this Agreement security measures reasonably designed to protect the confidentiality, security and availability of the Customer Data.

5.2. Mendix Platform Warranties. Mendix warrants that: (i) the Mendix Platform will function substantially as described in the Documentation; and (ii) Mendix owns or otherwise has secured the right to provide the Mendix Platform to Customer and its Affiliates under this Agreement.

5.2.1. Notwithstanding any service level arrangements between the Parties, if the Mendix Platform does not function substantially in accordance with the Documentation, Mendix must, at its option and at its own expense, either (a) modify the Mendix Platform to conform to the Documentation, or (b) provide a workaround solution that will reasonably meet Customer’s requirements. If neither of these options is commercially feasible, either Party may terminate the relevant Order Form under this Agreement, in which case Mendix shall refund to Customer all fees pre-paid to Mendix under the relevant Order Form for the period in which the Mendix Platform will remain unused by Customer.

5.2.2. However, Mendix makes no warranties: (i) to the extent that the Mendix Platform has been modified by Customer, its Affiliates or any third party, unless such modification has been approved by Mendix in writing; (ii) for a version of the Mendix Platform that has passed its End-of-Life-Date; or (iii) for errors, omissions, problems, malfunctions, faults, etc. in the Mendix Platform caused by any third-party software or hardware, by accidental damage or by other matters beyond Mendix’ reasonable control.

5.3. Expert Services Warranties. Mendix warrants that the Expert Services provided hereunder shall be provided in a competent manner and will be performed with reasonable skill, care and diligence. Customer acknowledges that the Expert Services are performed following agile methodology meaning that no rights can be derived from any SOW or similar type of document stating an expected outcome of any work performed by Mendix. If the Expert Services are not performed with reasonable skill, care and diligence, and Mendix is notified within thirty (30) days of delivery of the Expert Services of any such non-performance, Mendix shall re-perform, at its own expense, the Expert Services to the extent necessary to correct the defective performance. The remedies set out in this section 5.3 are Customer's exclusive remedies for any breach of warranties on the Expert Services.

5.4. No Other Warranty. MENDIX DOES NOT REPRESENT THAT THE MENDIX PLATFORM AND EXPERT SERVICES WILL BE ERROR-FREE, OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT IT WILL BE ABLE TO CORRECT ALL REPORTED DEFECTS OR ERRORS IN THE MENDIX PLATFORM AND EXPERT SERVICES, OR THAT THE OVERALL SYSTEM THAT MAKES THE MENDIX PLATFORM AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE USE OF THE MENDIX PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. MENDIX MAKES NO WARRANTY REGARDING FEATURES OR SERVICES PROVIDED BY THIRD PARTIES. THE WARRANTIES STATED IN SECTION 5 (WARRANTIES) ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY MENDIX, THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE MENDIX PLATFORM AND EXPERT SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES, AS WELL AS THE SELECTION OF THE MENDIX PLATFORM AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE MENDIX PLATFORM AND/OR APPLICATION MODEL.

6. Limitation of Liability

6.1. Consequential Damage Exclusion. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION) IN CONNECTION WITH THE PERFORMANCE OF THE MENDIX PLATFORM OR EXPERT SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

6.2. Limitation of Liability. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO MENDIX UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES.

6.3. Exclusions. HOWEVER, NOTHING IN THIS SECTION 6 SHALL HAVE THE EFFECT OF LIMITING A PARTY'S LIABILITY FOR (a) PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY, (b) ITS INDEMNITY OBLIGATIONS, (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (d) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (e) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7. Term and Termination

7.1. Term. This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with section 7.2 (Termination) below. The Subscription Term shall be set forth on the Order Form. Unless otherwise expressly provided in the applicable Order Form, the Subscription Term shall automatically renew for additional terms of one (1) year each unless either Party notifies the other Party in writing at least sixty (60) days prior to the then current expiration date that it has elected not to renew. The per-unit pricing during any automatic renewal Subscription Term will be the same as that during the immediately prior Subscription Term, unless Mendix has given Customer written notice of a pricing

increase at least ninety (90) days prior to the end of the then current Subscription Term, in which case the pricing increase will be effective upon subscription renewal and thereafter. Any such pricing increase will not exceed 5% of the subscription pricing in the immediately prior subscription term, unless the pricing in the prior Subscription Term was designated in the relevant Order Form as promotional or one-time.

7.2. Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form or SOW immediately (a) in the event of a material breach of this Agreement or any such Order Form or SOW by the other Party that is not cured within thirty (30) days of written notice from the other Party; or (b) if the other Party ceases doing business or is the subject of a bankruptcy or insolvency proceeding, that is not dismissed within sixty (60) days of filing. In addition, Customer may terminate a SOW, at any time and for convenience with five (5) business days written notice to Mendix. Termination or expiration of an Order Form or SOW shall not be deemed a termination of this Agreement. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Order Forms or SOWs then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form and SOW, including but not limited to sections 4 (Confidentiality), 5 (Warranties; Disclaimer), 6 (Limitation of Liability), 8 (Ownership; Customer Data; Data Protection; Security), 9 (Indemnification), 10.5 (Disputes), 10.7 (Notices), 10.14 (Non-Solicitation of Employees) and 10.16 (Waiver and Severability).

7.3. Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Order Form or SOW, Mendix shall no longer provide the Mendix Platform and/or Expert Services as applicable to Customer and Customer shall promptly cease and cause its Users to promptly cease using the Mendix Platform. Customer shall pay Mendix for all fees that had accrued prior to the termination or expiration date. Mendix also reserves the right to suspend Customer's access to the Mendix Platform at any time, without having to terminate this Agreement or an Order Form, if Customer is more than sixty (60) days late with respect to any undisputed payments due hereunder. Except as expressly provided herein, termination of this Agreement by either Party will be a non-exclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon termination or expiration of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession, provided, however, Customer may retrieve all Customer Data as set forth in section 8.9 (Data Portability).

8. Ownership; Customer Data; Data Protection; Security

8.1. Ownership Mendix Platform. Customer acknowledges and agrees that as between Mendix and Customer, all right, title and interest in and to the Mendix Platform and Documentation, and including all modifications and configurations, all Mendix data and Confidential Information, and all of Mendix' proprietary technology, including without limitation, all software, products, processes, algorithms, user interfaces, knowhow, techniques, designs and other tangible or intangible technical material or information made available to Customer by Mendix in providing the Mendix Platform and Documentation and all derivatives thereof are and shall remain Mendix' or its licensors'. The Mendix name and logo, and the product names associated with the Mendix Platform are trademarks of Mendix or third parties, and no right or license is granted to use them. During the term of this Agreement, Mendix grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in section 10.4 (Assignment)), royalty-free right to use, display, transmit, and distribute the Mendix data solely in connection with Customer's permitted use of the Mendix Platform and Documentation. Mendix shall have the right to collect, use and distribute aggregated information, analysis, statistics and other data generated by the Mendix Platform and Documentation (or derived from Customer's use of the Mendix Platform and Documentation) provided, however, that Mendix shall not disclose any such data unless such data is in an anonymized, aggregated form that would not permit a third party to identify the data as associated with Customer or any of its Users.

8.2. Ownership of Customer Data and Application Model. Customer retains ownership of all right, title and interest in and to all Customer Data and the Application Model. During the term of this Agreement, Customer hereby grants to Mendix a limited, worldwide, non-exclusive, non-transferable (except as set forth in section 10.4 (Assignment)), royalty-free right to use, store, display, transmit, and distribute Customer Data and the Application Model solely as necessary to provide its services to Customer, and for no other purpose whatsoever.

8.3. Customer Data. Customer is solely responsible for the accuracy, integrity and quality of Customer Data for use in the Mendix Platform and Application Model. Mendix shall not modify or add to the Customer Data

and Mendix shall not make any claim for any right of ownership in the Customer Data and/or Application Model.

8.4. Back-up and Disaster Recovery. The Application Model and Customer Data is automatically backed-up daily. Back-ups are stored in secure, geographically dispersed locations and Mendix offers disaster recovery services. Upon termination of this Agreement or the expiration of the last term under an Order Form Mendix shall no longer have the obligation to preserve or back-up any Customer Data.

8.5. Data Protection. Each Party to this Agreement warrants that it shall (seek to) comply at all times with its obligations under data protection laws and regulations applicable to the Parties in connection with the provision and consummation of the services hereunder, such as, but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679, US federal privacy laws (e.g. the Health Insurance Portability and Accountability Act (HIPAA) and Judicial Redress Act), and the South African Protection of Personal Information Act 2013 (POPI) (individually and collectively referred to as the "DPA"). Unless expressly stated otherwise, (a) Customer and/or its Affiliates is and shall remain the data controller of the Customer Data (which, for the purposes of this Agreement, may include personal data / personally identifiable information it uploads, stores or provides as part of the services under this Agreement, as the case may be), and (b) Mendix is a service provider to Customer that is and shall remain the data processor of the same, as defined in the DPA. In this respect Mendix will: (i) act, as a data processor, only on and comply with Customer's instructions in relation to the processing of Customer Data as given and varied from time to time by Customer; (ii) take appropriate technical and organizational security measures, taking into account both the state of technologies and the costs of implementation, against unauthorized or unlawful processing or further processing of Customer Data, and against accidental loss or destruction of, and damage to Customer Data; (iii) at the request of Customer, inform Customer of the general scope of security measures taken; and (iv) keep Customer Data confidential in accordance with the applicable contractual confidentiality obligations. Notwithstanding anything to the contrary, to provide the services in the most efficient manner, Mendix reserves the right to use suppliers and subcontractors including for processing, hosting and storage purposes, which Customer accepts, whereby Mendix remains responsible for the quality of the services under this Agreement, and the suppliers' and subcontractors' compliance with the DPA as it applies to data processors. In this respect Customer consents that Customer Data may be processed, hosted and stored from locations either in the United States (by default for Customers domiciled in the United States, Canada or a country in Central or South America or the Caribbean) or Europe (by default for Customers domiciled elsewhere than in the aforementioned countries), in accordance with the above requirements.

8.6. Organization Level Security Measures. Mendix commits to embed security in company processes and standard operating procedures by adopting a representative subset of the ISO 27001 Information Security Framework, and to have the Mendix Platform and covered services audited annually by a qualified, independent third-party auditor. Such audit covers controls for data security, availability, processing integrity, and confidentiality as applicable to in-scope trust principles for each service. In general, the availability of such assurance reports is restricted to customers who have signed nondisclosure agreements with Mendix; the most recent version of such assurance report will be made available upon request of Customer.

8.7. Audit Rights. Customer may audit Mendix' compliance with the terms of this Agreement up to once per year. Customer may perform more frequent audits to the extent required by laws applicable to Customer. If a third party is to conduct the audit, the third party must be mutually agreed to by Customer and Mendix, and must execute a written confidentiality agreement acceptable to Mendix before conducting the audit. To request an audit, Customer must submit a detailed audit plan at least thirty (30) days in advance of the proposed audit date to Mendix describing the proposed scope, duration and start date of the audit. Mendix will review the audit plan and provide Customer with any concerns or questions (e.g. any request for information that could compromise Mendix security, privacy, employment or other relevant policies). Mendix will work cooperatively with Customer to agree on a final audit plan. If the requested audit scope is addressed an audit report performed by a qualified, independent third-party auditor within the prior twelve (12) months and Mendix confirms there are no known material changes in the controls audited, Customer agrees to accept those findings in lieu of requesting an audit of the controls covered by such report. The audit must be conducted during regular business hours at the applicable Mendix facility, subject to Mendix policies, and may not unreasonably interfere with Mendix business activities (including, but not limited to, the provision of its services towards other customers of Mendix). Customer will provide Mendix any audit reports generated in connection with any audit under this section 8.7, unless prohibited by law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of this Agreement. The audit reports are Confidential Information of the

Parties under the terms of this Agreement. Any audits are at Customer's expense. Any request for Mendix to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the services under this Agreement. Mendix will seek Customer's written approval and agreement to pay any related fees before performing such audit assistance.

8.8. Incident Management and Breach Notification. Mendix evaluates and responds to incidents that create suspicion of unauthorized access to or handling of Customer Data ("Incident"). Mendix is informed of such Incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those Incidents. Mendix will work with Customer and, where necessary, with outside law enforcement to respond to the Incident. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of the services, and to establish root causes and remediation steps. For purposes of this section 8.8, "Security Breach" means the misappropriation of Customer Data located on Mendix systems that compromises the security, confidentiality or integrity of such information. Mendix will inform Customer within 36 hours if Mendix determines that Customer Data has been subject to a Security Breach (including by a Mendix employee) or any other circumstance in which Customer is required to provide a notification under applicable law, unless otherwise required by law. Mendix will promptly investigate the Security Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, Mendix will provide Customer with a description of the Security Breach, the type of data that was the subject of the breach, and other information Customer may reasonably request concerning the affected persons. The Parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant data protection authorities.

8.9. Data Portability. At all times during the subscription term and at the latest until thirty (30) days have passed following the earliest of (a) termination of this Agreement or (b) the expiration of the last term under an Order Form, Customer may retrieve all Customer Data in accordance with established and reasonable system access procedures. After such period, Mendix will have no further obligation to store and/or make available the Customer Data and may delete the same, except as may be required by law.

8.10. Legally Required Disclosures. Except as otherwise required by law, Mendix will promptly notify Customer of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority that it receives and which relates to Customer Data. At Customer's request, Mendix will provide Customer with reasonable information in its possession that may be responsive to such demand and any assistance reasonably required for Customer to respond to said demand in a timely manner. Customer acknowledges that Mendix has no responsibility to interact directly with the entity making the demand.

9. Indemnification

9.1. Mendix Indemnification. Subject to section 9.3 (Indemnification Procedure) below, Mendix will indemnify, defend and hold Customer and its Affiliates harmless from and against any claim, demand, suit, action or proceeding (collectively, a "Claim"), and will pay any costs, liabilities, losses, and expenses (including but not limited to, reasonable attorneys' fees) awarded against Customer either in judgment or settlement agreed to by Mendix in writing (collectively, "Losses"), arising out of or in connection with an allegation by a third party against Customer or any of its Affiliates that the use of the Mendix Platform and Documentation as permitted hereunder infringes any intellectual property right or constitutes a misappropriation of a trade secret of a third party. Excluded from Mendix' above indemnification obligations are claims to the extent arising from: (i) use of the Mendix Platform and Documentation in violation of this Agreement or applicable law; (ii) continued use by Customer of the Mendix Platform and Documentation after Mendix has notified Customer in writing to cease the use of the Mendix Platform and Documentation; (iii) any claim relating to any third-party products or services or Customer Data; (iv) modifications to the Mendix Platform and Documentation made other than by Mendix (where the claim would not have arisen but for such modification); (v) the combination, operation, or use of the Mendix Platform with software or equipment which was not provided by Mendix, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (vi) compliance by Mendix with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If Customer's use of the Mendix Platform becomes enjoined, Mendix shall at its sole option, either : (i) procure, at no cost to Customer, the right to continue using the Mendix Platform; (ii) modify the Mendix Platform to render it non-infringing; or (iii) if, in Mendix' reasonable opinion, neither (i) nor (ii) above

are commercially feasible, immediately terminate this Agreement (and Customer's rights to use the Mendix Platform), and refund to Customer fees paid for the Mendix Platform on a pro rata basis for the remainder of the then-current Subscription Term. The rights and remedies granted to Customer under this section 9.1 state Mendix' entire liability, and Customer's exclusive remedy, with respect to any claim or infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

9.2. Customer Indemnification. Subject to section 9.3 (Indemnification Procedure) below, Customer will indemnify, defend and hold Mendix and its Affiliates harmless from and against any Claim and shall pay all Losses incurred which arise out of any allegation by a third party against Mendix or any of its Affiliates that arises out of or results from (a) a claim alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights or others, or negatively impacts (protection of) the privacy of individuals, or otherwise has caused harm to a third party, or (b) Customer's breach of section 2 (Access) above or violation of any applicable law or regulations.

9.3. Indemnification Procedure. The indemnified Party shall: (i) promptly notify the indemnifying Party in writing of any claim, suit, action, or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any Claim and all negotiations for settlement, provided that the indemnifying Party shall not settle any Claim that imposes a financial obligation or admission of liability or guilt on the indemnified Party without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim, at the indemnifying Party's cost, however the indemnified Party shall bear all costs of engaging its own counsel.

10. General Provisions

10.1. Export Compliance. Mendix' obligations under this Agreement are conditioned upon, and Customer agrees to comply with, all applicable export and re-export control regulations, embargoes and sanctions including, but not limited to, those of the European Union, the United Kingdom and the United States (the "Export Laws"). Customer represents that all products and services provided hereunder and any derivatives thereof will not be (i) downloaded, exported, re-exported (including any 'deemed export'), or transferred, directly or indirectly, contrary to the Export Laws, (ii) used for any purpose prohibited by the Export Laws or (iii) delivered to persons/entities otherwise ineligible to acquire or use the products provided hereunder. Mendix may conduct the necessary Export Laws checks and, upon request, Customer will promptly provide Mendix with any necessary information. Customer will indemnify and hold harmless Mendix against any claim, action, damages, fines and costs relating in any way to Customer's noncompliance with Export Laws.

10.2. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any of Mendix' employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Mendix' legal and business conduct department at conduct@mendix.com.

10.3. Entire Agreement and Order of Precedence. This Agreement, including all Order Forms and SOWs, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understanding, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Parties. The Parties agree that any term or condition stated in Customer's purchase order or in any other Customer order documentation (excluding Order Forms) is void, even if the order is accepted by Mendix. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Order Form, (3) the applicable service level agreement, and (4) the Documentation.

10.4. Assignment. Either Party may assign this Agreement, and all Order Forms and SOWs, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Except as

expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Mendix may use independent contractors or subcontractors to assist in the delivery of services, provided, however, that Mendix shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

10.5. Disputes. The Parties shall attempt in good faith to resolve any claim or dispute concerning the Agreement prior to the commencement of litigation.

10.6. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of {GovernedByTheLawsOf}. The Parties specifically agree that {PlaceOfJurisdiction} shall be the exclusive place of jurisdiction for any claim relating to this Agreement.

10.7. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant contact person / administrator designated by Customer on the applicable Order Form.

10.8. Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.9. Relationship of the Parties. Mendix and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners, joint venturers, principals, agents or employees of the other, for any purposes whatsoever. No officer, director, employee, agent, affiliate or contractor retained by Mendix to perform work on Customer's behalf under this Agreement shall be deemed to be an employee, agent or contractor of Customer. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

10.10. Force Majeure. Except for the obligation to make payments, neither Party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond the non-performing Party's reasonable control, including but not limited to civil commotion, strikes, fire, flood and governmental acts or orders of restriction, internet service provider failure or delay, or denial of service attacks. When a Party's delay or non-performance continues for a period of thirty (30) days or more, the other Party may terminate this Agreement, the applicable Order Form and/or SOW without penalty. Any prepaid amounts shall be refunded on a prorated basis.

10.11. Insurance. Mendix shall maintain in full force and effect during the term of any Order Form and SOW comprehensive insurance with a reputable insurance company to cover its potential liabilities under this Agreement, such as commercial general liability insurance and professional liability insurance (errors and omissions). As evidence of insurance coverage, Mendix shall deliver if requested certificates of insurance issued by that insurance company showing such policies in force during the term of this Agreement.

10.12. Modifications to the Mendix Platform. Mendix may make modifications to the Mendix Platform or particular components of the Mendix Platform from time to time provided that such modifications do not materially degrade any functionality or features of the Mendix Platform.

10.13. Publicity. Customer hereby grants Mendix a non-exclusive license solely during the term of this Agreement to list Customer's name and display Customer's logo in the customer section of Mendix' website and to use Customer's name and logo in Mendix' customer lists but at all times only to the extent that other customers of Mendix are also listed on such list. Any other use by Mendix of Customer's name, logo or trademark requires the prior written consent of Customer.

10.14. Non-Solicitation of Employees. During the term of this Agreement and for the twelve (12) months thereafter, neither Customer nor Mendix, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other Party who has been actively involved in the subject matter

of this Agreement. The foregoing restriction shall not apply to any general recruiting efforts of either Party which are not aimed specifically at the employees of the other Party.

10.15. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

10.16. Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in 'portable document format' ('.pdf'), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

Thus agreed and signed by the Parties.

[signature page follows]

Master Services Agreement

{LegalEntityName} {CompanyType}: ("Customer")	
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
{MendixLegalEntityNameRelatedToCustomer}: ("Mendix")	MX-HQ OK:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: