

# 1. Acceptance of Terms

Camunda offers its partners a partner portal service which enables a partner to register certain deal information, access training videos and guidelines, download sales assets, get reports, request training and consulting, register for certifications, and retrieve and share their EE partner license keys.

THESE PARTNER PORTAL TERMS AND CONDITIONS (THE "AGREEMENT") CONSTITUTE A CONTRACT BETWEEN CAMUNDA AND ITS AFFILIATES ("CAMUNDA") AND YOU ("PARTNER", "YOU", "YOUR"). CAMUNDA AND THE PARTNER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A "PARTY" AND, TOGETHER, AS THE "PARTIES"

BY ACCESSING AND USING THE CAMUNDA PARTNER PORTAL IN ANY MANNER, PARTNER ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS OF SERVICE. IF PARTNER DOES NOT UNCONDITIONALLY ACCEPT THE CAMUNDA PARTNER PORTAL TERMS IN THEIR ENTIRETY, PARTNER SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE CAMUNDA PARTNER PORTAL. IF THE CAMUNDA PARTNER PORTAL TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

DO NOT CHECK THE BOX AND CLICK "REGISTER", UNLESS (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU CHECK THE BOX ON THE CAMUNDA PORTAL SIGN UP PAGE LABELED "I CONFIRM THAT I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS", AND CLICK "REGISTER" YOU WILL BE GRANTED ACCESS TO CAMUNDA PARTNER PORTAL, AND THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY.

## 2. Key Definitions

**Camunda Content** means all information, data or content in any media or format Camunda may provide or make available to Partner in connection with Partner's use of the Camunda Partner Portal.

**CCPA** or California Consumer Privacy Act means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq.

**GDPR** or General Data Protection Regulation means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**Joint Controller** shall have the same meaning as set forth in Art. 26 GDPR.

**Portal** means the online Camunda Partner Portal made available at (insert web address).

**Partner Content** means all information or data or any content submitted by Partner directly or indirectly to or made available to Camunda through the use of the Camunda Partner Portal.

**Partner Agreement** means any written agreement between Partner and Camunda establishing a partnership or business collaboration between the parties.

**Personal Data** shall have the same meaning as set forth in Art. 4(1) GDPR.

## 3. Access

Access to the Portal is granted by Camunda at its sole discretion. Camunda may temporarily suspend or permanently revoke your access to the Portal for any reason, with or without notice, at any time.

## 4. Confidentiality

Any Camunda Content marked as confidential in the Portal is confidential information and the same confidentiality obligations apply to this Content as set out in the Partner Agreement signed between Camunda and Partner.

## 5. Data Protection

Partner is responsible for complying with all applicable privacy or data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and California Consumer Privacy Act ("CCPA").

Partner agrees and acknowledges that if Personal Data is uploaded to the Portal, both Partner and Camunda, act or are deemed to act as Joint Controllers and are bound by the Joint Controller Agreement in Appendix A.

Any information that Partner provides to Camunda through the Portal, including first name, last name, email address, telephone number(s) and any other information that includes individually identifiable information ("Personal Data"), will be collected, maintained and used in accordance with these Terms and our Privacy Policy located at [Privacy Policy](#) (the "Privacy Policy"). Camunda is permitted to collect, host, store, process and otherwise use (as set forth in these Terms and the Privacy Policy) Personal Data for the purposes of operating the Partner Portal. This may include the transfer of Personal Data to the United States and/or other countries, in particular as Camunda uses a third party provider (Allbound, Inc., with offices at 3411 Pierce Dr. Chamblee, Georgia, 30341 USA) for the purposes of hosting the Portal.

## 6. Acceptable Use

All uploads submitted via the Portal are hosted by a third party service provider (i.e. Allbound.com, Salesforce.com.), not Camunda, and Camunda shall have no liability whatsoever for the security or storage of such uploads.

In accessing the Portal, Partner shall:

- be responsible to comply with the terms and conditions of this Agreement;
- be solely responsible for the accuracy, completeness, quality and ensure that any Partner Content submitted does not infringe any third party rights;
- use commercially reasonable efforts to prevent unauthorized access to or use of the Portal, including keeping passwords and usernames confidential and not permitting any third-party to access or use Partner's username; password, or account for the Portal;
- be solely responsible and liable for all activity conducted through Partner's account in connection with the Portal;
- promptly notify Camunda if Partner becomes aware of or reasonably suspect any security breach relating in any way to the Portal, including any loss, theft, or unauthorized disclosure or use of Partner's username, password, or account; and
- otherwise access in connection with Partner's use thereof, the Portal only in accordance with applicable laws and government regulations.

Partner shall not:

- use the Portal to store or transmit any content, including Partner-Content, that may be infringing, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws;
- attempt to gain unauthorized access to the Portal, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Portal; and
- authorize, permit, or encourage any third-party to do any of the above.

## 7. Deal Registration

Partner can register the following opportunities:

1. A Referral Lead, where the client engages in a direct contract with Camunda for the Camunda Enterprise Edition platform, and the Partner co-engages or;
2. A Reselling Lead, where the Partner resells the Camunda Enterprise Edition platform to the prospective customer.

## 8. Intellectual Property Rights

Subject only to limited rights to access and use the Portal as expressly stated herein, all rights, title and interest in and to the Portal and any information and content contained therein and all related intellectual property rights, belong exclusively to Camunda.

Partner agrees that it is solely responsible for any activity associated with Partner's account and any Partner Content, submitted, posted, transmitted, included, linked to or otherwise uploaded to the Portal ("Upload(s)" and derivatives thereof). By uploading any Content to the Portal, Partner hereby grants Camunda an irrevocable, perpetual, non-exclusive, worldwide, fully-paid and royalty-free right and license to use, copy, modify, reproduce, translate and publish any such Content for Camunda's business purposes (including, but not limited to, providing the Portal).

## 9. Indemnification

To the extent permitted by law, Partner agrees to indemnify and hold Camunda harmless, from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following: (i) Partner's access to or use of the Portal, including any Partner Submitted Content uploaded by Partner via the Portal; (ii) Partner's breach or alleged breach of this Agreement; (iii) Partner's violation of any third party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights; (iv) Partner's violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentations made by Partner. Partner will cooperate as requested by Camunda in the defense of any claim. Camunda reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Partner, and Partner will not under any circumstances settle any claim without the prior written consent of Camunda.

## 10. No Warranty

THE PORTAL AND CAMUNDA CONTENT, AND ANYTHING PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. CAMUNDA HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, CAMUNDA AND ITS SUPPLIERS DO NOT WARRANT THAT THE PORTAL OR CAMUNDA

CONTENT WILL OPERATE WITHOUT ERRORS OR ARE FREE FROM VIRUSES, BUGS, WORMS OR ANY OTHER HARMFUL COMPONENTS, AND CAMUNDA SHALL HAVE NO LIABILITY DUE TO ANY DAMAGES CAUSED BY THE SAME.

## 11. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY (EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW), IN NO EVENT WILL CAMUNDA OR ITS SUPPLIERS BE LIABLE TO PARTNER (OR ANY PERSON CLAIMING UNDER OR THROUGH PARTNER) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE OPERATION, USE OF OR ACCESS TO THE PORTAL, OR ANY CONTENT THEREON, THE DELAY OR INABILITY TO USE THE PORTAL OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF CAMUNDA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF CAMUNDA TO PARTNER FOR ANY CLAIM(S), WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, RELATING TO OR ARISING OUT OF THE OPERATION, USE OF OR ACCESS TO THE PORTAL, OR ANY CONTENT THEREON, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED, IN THE AGGREGATE, 1.000 USD. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 12. Governing law

This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of California and the United States without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in San Francisco County, San Francisco. The rights and obligations of the Parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

## 13. Term and termination

This Agreement remains in effect until terminated and will terminate automatically upon termination of the Partner Agreement between Camunda and Partner or upon revocation of Partner's access to the Portal. Camunda may revoke or terminate Partner's access to the Portal at any time without notice at its sole discretion.

## 14. Miscellaneous

Camunda reserves the right to modify the terms of this Agreement and Partner's access to the Portal from time to time.

# Appendix A

## Joint Controller Agreement

### 1. Scope of this Agreement

(1) If the Partner has previously entered in a Partner Agreement with Camunda Services GmbH or Camunda Ltd. or provides Partner Content of EU or UK data subjects, this Joint Controller Agreement (hereinafter referred to as "JCA") determines the rights and obligations of Partner and Camunda who are Controllers according to Art. 24 GDPR (hereinafter collectively be referred to as the "Parties" and individually as the "Party") for the joint processing of Personal Data.

(2) Terms not otherwise defined herein, including but not limited to the terms "Agreement", "controller", "joint controllers" "data subject", "Personal Data", "processing", "personal data breach" and "supervisory authority" shall have the meaning as set forth in the Agreement or the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("General Data Protection Regulation" or "GDPR").

(3) This JCA applies to the sharing of Personal Data and data processing activities for purposes related to the Partner's Partner Agreement. The Parties have jointly determined the purposes and means of processing Personal Data in accordance with Art. 26 GDPR in the Partner Agreement, the Agreement and this Joint Controller Agreement.

(4) The Parties determine that any Personal Data shared, provided or made available between the Parties for purposes related to the Partner's Partner Agreement, including but not limited to Partner Content and Camunda Content that qualifies as Personal Data, is processed under a joint controllership (Article 26 GDPR). This data may be processed in the Portal, Camunda's CRM and Partner's CRM and other platforms that are used to perform the Partner Agreement.

(5) For the other sections of processing, where the Parties do not jointly determine the purposes and means of data processing, each Party is a controller pursuant to Article 4 No. 7 GDPR. As far as the Parties are joint controllers pursuant to Article 26 GDPR, it is agreed as follows:

## 2. Competences and Responsibilities

In the context of the joint controllership, the Parties are responsible and competent for their obligations defined in the Partner Agreement, Agreement and in this Joint Controller Agreement.

## 3. General Compliance, TOMs, special categories of Personal Data

(1) Each Party is responsible to ensure its compliance with the legal provisions of the GDPR or if applicable, UK-GDPR, particularly in regards to the lawfulness of data processing under joint controllership.

(2) The parties shall take all necessary technical and organisational measures to ensure that the rights of data subjects, in particular those pursuant to Articles 12 to 22 GDPR, are guaranteed at all times within the statutory time limits.

(3) Each Party shall ensure that only Personal Data which is necessary for the legitimate conduct of processing and no categories of Personal Data pursuant to Art. 9, 10 GDPR are uploaded the Portal. Moreover, both Parties agree to observe the principle of data minimisation within the meaning of Article 5 (1) lit. c) GDPR.

(4) The parties shall inform each other without undue delay if they notice errors or infringements regarding data protection provisions during the examination of the processing activities.

## 4. Information of Data Subjects, Requests of Data Subject

(1) Each Party undertakes to communicate the essential content of the joint controllership agreement to the data subjects whose

Personal Data it uploads to the Portal, shares with or makes available to the other Party for the purposes of the Partner Agreement (Article 26 (2) GDPR)

(2) The Parties commit themselves to provide the data subject with any information referred to in Articles 13 and 14 of the GDPR in a concise, transparent, intelligible, and easily accessible form, using clear and plain language. The information shall be provided free of charge. Each Party is responsible for fulfilling its information obligations under the GDPR to the data subjects whose data it uploads to the partner portal thereby sharing it with the other Party.

(3) The data subject may exercise their rights under Articles 15 to 22 GDPR against each of the joint controllers. In principle, the data subject shall receive the requested information from the contracting Party to whom the request was made.

(4) Each Party shall provide access according to Article 15 of the GDPR to the data subject whose Personal Data it uploads to the Portal, shares with or makes available to the other Party for the purposes of the Partner Agreement. If necessary, the Parties shall provide each other with the necessary information from their respective competences and responsibilities as defined in section 2 of this JCA.

(5) If Personal Data is to be deleted (i.e. following a data subject's requests), the Parties shall inform each other in advance. A Party may object to the deletion for a legitimate interest, for example, if there is a legal obligation to retain the data set.

## 5. Information of supervisory authorities

Both Parties are obliged to inform the supervisory authority and the data subjects affected by a violation of Personal Data in accordance with Articles 33 and 34 GDPR concerning their competencies and responsibilities as defined in section 2 of this JCA. The Parties shall inform each other about any such notification to the supervisory authority without undue delay. The parties also agree to forward the information required for the notification to one another without undue delay.

## 6. International Data Transfers

Camunda is entitled to engage Sub-processors located outside the EEA, the United Kingdom and Switzerland, including the USA. For compliance with international data transfers, Camunda shall implement appropriate contractual and technical safeguards to ensure compliance with the requirements under Art. 45 et seq. GDPR on international data transfers. Partner authorizes Camunda to enter into the EU Standard Contractual Clauses for Processors pursuant to European Commission Decision of 5 February 2010 ("SCC"). Camunda may amend or replace the SCC by other appropriate safeguards as required under applicable law for international transfers of personal data once made available by the European Commission or once further guidance about the use of the SCC and accompanying supplementary measures becomes available.

## 7. Documentation

Documentations within the meaning of Article 5 (2) GDPR, which serve as proof of proper data processing, shall be archived by each Party beyond the end of the contract in accordance with legal provisions and obligations.

## 8. Liability

The parties are jointly liable to the data subjects. The provisions on the Parties' liability contained in the Agreement shall apply to any liability relating to data processing, unless otherwise agreed.

