

These Camunda Academy Terms and Conditions (together, the **“Agreement”**) constitute a contract between the Camunda entity set forth in Section 24 (Governing Law and Venue) of this Agreement (**“Camunda”, “we”, “us”, “our”**) and the Student and govern the Student’s access to and use of the Academy Platform (together, Camunda and Student are hereinafter referred to individually as a **“Party”** and, together, as the **“Parties”**). We have attributed specific definitions to some of the words we use, as referenced below in Section 1 (Definitions) or in the body of the Agreement.

If you are a consumer in Germany, Austria or Switzerland, please note the deviating provisions in Section 25. Here you will also find, in particular, information on the right of withdrawal and deviating liability provisions.

BY ACCESSING AND USING THE ACADEMY PLATFORM IN ANY MANNER, STUDENT ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT. IF STUDENT DOES NOT UNCONDITIONALLY ACCEPT THIS AGREEMENT IN ITS ENTIRETY, STUDENT SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE ACADEMY PLATFORM.

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 ACADEMY PLATFORM SIGN UP PAGE LABELED **“I CONFIRM THAT I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS”**, AND CLICK **“REGISTER”**, WE WILL ASSUME YOU HAVE THE RELEVANT POWER AND CAPACITY TO DO SO AND YOU WILL BE GRANTED ACCESS TO THE ACADEMY PLATFORM, AND THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY.

# 1. Definitions

**“Academy Platform”** is the learning platform of Camunda (informally *Camunda Academy*) which provides Students with access to Trainings about Camunda’s products.

**“CCPA”** means the California Consumer Privacy Act of 2018.

**“GDPR”** 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 (General Data Protection Regulation).

**“Feedback”** means suggestions, enhancement requests, recommendations or any other feedback provided by the Student, relating to the operation, features or functionality of the Academy Platform, and of Camunda’s products in general.

**“Materials”** means all information, data, products, algorithms, code, sample code in source code format, graphics, images, courses and training materials, software or content, visual or audiovisual combinations or other materials submitted, uploaded, imported, communicated or exchanged to facilitate the provision of Trainings through the Academy Platform, in any media or format, including related documentation, improvements, updates, patches and enhancements, as well as any output and result that Camunda may provide or make available on the Academy Platform for the purpose of enabling Students to receive the Trainings and deepen their knowledge of the topics addressed by such Trainings.

**“Order Form”** means the ordering document pursuant to which a Student that is a Camunda customer or a Camunda partner purchases a paid Training under this Agreement.

**“Repository Materials”** means Materials made available to Students on repositories, directories or other storage spaces on GitHub or other similar Git hosting providers.

**“Student”, “you”, “your”** means, as applicable, Camunda customers, Camunda partners, prospective customers, members of the Camunda community of developers and any other beneficiary of the Academy Platform, including the entity on behalf of which the Student registers and any of its authorized employees and users (**“End Users”**);

**“Student Location”** means the Student’s registered office or domicile, as applicable.

“**Trainings**” means, collectively, (i) On-Demand Trainings, (ii) Instructor-Led Trainings and (iii) Blended Trainings, and which in all cases include proprietary Training modules developed and owned by Camunda, including, but not limited to, all Materials.

## 2. Interpretation

All references in this Agreement to the Academy Platform shall be deemed to include all information and content incorporated into or used by the Academy Platform (including, without limitation, the Materials and Trainings), unless otherwise specifically provided.

## 3. Types of Trainings provided via the Academy Platform

There are three types of Trainings offered by Camunda to which this Agreement applies, as follows:

On-demand trainings (“**On-Demand Trainings**”) are a collection of trainings and courses that are always available online by accessing the Academy Platform and that have been curated to provide an efficient way for Students to quickly acquire basic knowledge on Camunda products.

On-demand trainings are free of charge.

Instructor-led trainings (“**Instructor-Led Trainings**”) are trainings and courses on Camunda’s products, bookable via the Academy Platform and facilitated by a dedicated instructor. Instructor-Led Trainings are delivered on site or remotely, through the Academy Platform, and which have either an open classroom format (which provides the ability for Students to enroll on an open schedule of training courses) or a private classroom format (which provides the ability for a group of Students to enroll on private courses, customized to the specific needs of the respective Students).

Blended trainings (“**Blended Trainings**”) are a combination of On-Demand Trainings and Instructor-Led Trainings where, following successful completion by the Students of an On-Demand Training, the respective Students have the option to register for and take part in an instructor-led session to deepen their knowledge acquired in the On-Demand Training (“**Instructor Session**”).

Instructor-Led Trainings and Instructor Sessions are paid Trainings. Notwithstanding this, Camunda reserves the right to provide certain Instructor-Led Trainings and/or Instructor Sessions for free, for specific Student categories.

## 4. Registration to the Academy Platform

Registration takes place online at <https://academy.camunda.com>, unless you are a Camunda partner, in which case registration will be through <https://partner-academy.camunda.com>. Access to the Academy Platform will be provided by Camunda at its sole discretion. Any access codes and passwords are restricted to you and your End Users only and Camunda reserves the right to revoke your access at any time. By registering, you agree to provide truthful and accurate information and to be solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by your web administrator on your behalf, to access the Academy Platform and consume the Trainings, as well as any activity that occurs under your account on the Academy Platform. You will not misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials you are exposed to or provided with through the Academy Platform.

## 5. Registration for Trainings

Registrations for Trainings through the Academy Platform are binding and will be confirmed by Camunda (either within the Academy Platform or via email) once you have successfully paid for the chosen paid Training or, in the case of a free Training, within a reasonable time from receipt of your registration for such free Training (the “**Registration Confirmation**”). Upon receipt of the

Registration Confirmation, the contract for participation in the Training between Camunda and Student (“**Training Contract**”) is deemed concluded. In case of Instructor-Led Trainings or Instructor Sessions that impose a limit in the maximum number of participants, registrations will be considered in the order of receipt up to such limit. In this latter case, we will inform you promptly on the date and time of the available slot for the Instructor-Led Training or Instructor Session for which you have registered.

## 6. Fees and Payment

The fees to be invoiced to you for the paid Trainings can be paid using the following methods:

(a) online payment, by using your credit or debit card; or

(b) bank transfer. You will need to request our bank details for the purpose of paying the fees this way. Please ensure you retain a transaction reference number in case there are any problems with your payment.

The detailed payment terms of the fees for the paid Trainings are set forth on the Academy Platform.

Furthermore, if you are a Camunda customer or Camunda partner, we may, in agreement with you, issue an Order Form and you will pay the fees for the paid Training based on such document. If you are issuing a purchase order or similar document in connection with the purchase of a paid Training, you agree that you will do so for your own internal, administrative purposes and not with the intent to provide any contractual terms. You acknowledge and agree that we will not be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Camunda’s provision of the Trainings shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement.

Except you are acting as a consumer, all fees for paid Trainings are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added tax, sales tax and, if applicable, withholding taxes that are levied or based upon such charges, or upon this Agreement.

Camunda reserves the right to change the fees applicable for the paid Trainings. Any changes to such fees will not apply to you with respect to any Trainings which you have fully paid and for which you have received a Registration Confirmation. Any such changes will become effective for any future Trainings for which you contemplate to register, subject to a prior written notice by Camunda sent via email or made available on the Academy Platform.

If you are a Camunda customer or Camunda partner, the payment terms laid down in your underlying agreement with us will take precedence over the preceding paragraphs in case of any conflict, unless otherwise agreed between us.

## 7. Attendance confirmation and certificates

Upon successful completion of any Trainings, you will receive a certificate of completion which will be available for download in your account on the Academy Platform.

## 8. Cancellation of Instructor-Led Trainings and Instructor Sessions

In case of on-site training sessions, Camunda reserves the right to cancel Instructor-Led Trainings or Instructor Sessions with less than 4 participants or reschedule the dates of such trainings, if necessary, with at least 21 calendar days’ notice before the date of any such cancelled or rescheduled training. Should Camunda cancel an Instructor-Led Training or Instructor Session for such a reason, full refunds will be issued to you in accordance with Section 9 (Refunds) below.

Camunda reserves the right to cancel or reschedule the date of Instructor-Led Trainings or Instructor Sessions, for any reason, with at

least 7 calendar days' notice (in case of remote trainings) or with at least 21 calendar days' notice (in case of on-site trainings) before the date of any such cancelled or rescheduled training. In case of cancellations, full refunds will be issued to you in accordance with Section 9 (Refunds) below.

If an Instructor-Led Training or Instructor Session is cancelled due to force majeure, illness of the instructor or other circumstances for which Camunda is not responsible, Camunda's sole liability will be to offer the Student an alternative date for such training. If no agreement is reached on an alternative date, the Student is free to withdraw its registration for the cancelled training by providing prompt written notice to Camunda, and if the training fee has already been paid, Camunda will refund it in accordance with Section 9 (Refunds).

In case of a rescheduling of an Instructor-Led Training or an Instructor Session, Camunda is only liable for intent and gross negligence. This limitation of liability does not apply in case of damage of life, body and health.

## 9. Refunds

Except where this Agreement expressly states that you are entitled to a refund, there is no refund of fees. If you become entitled under this Agreement to receive a refund, then refunds will be paid to you within 30 days of cancellation.

## 10. Your Obligations

In accessing the Academy Platform, you shall:

- use commercially reasonable efforts to prevent unauthorized access to or use of the Academy Platform, including keeping passwords and usernames confidential and not permitting any third-party to access or use your username, password, or account for the Academy Platform;
- only allow your End Users (which, should Camunda allow it, may include your customers or prospective customers) to use the Academy Platform and consume the Trainings and solely for your training and learning purposes, causing them to comply with this Agreement;
- be solely responsible and liable for all activity conducted through your account in connection with the Academy Platform;
- promptly notify Camunda if you become aware of or reasonably suspect any security breach relating in any way to the Academy Platform, including any loss, theft, or unauthorized disclosure or use of your username, password, or account;
- otherwise access the Academy Platform only in accordance with the applicable laws and regulations.

You shall not:

- use the Academy Platform to store or transmit any content, including 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 Academy Platform, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Academy Platform;
- authorize, permit, or encourage any third-party to do any of the above;
- post or transmit through the Academy Platform software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Academy Platform;
- participate on the Academy Platform in any manner that consists of any unsolicited or unauthorized advertising, commercial solicitations, promotional materials, "junk mail," "spam," "chain letters," political campaign materials, mass mailings, "pyramid schemes," or any other form of solicitation.

# 11. Confidentiality

Parties or their affiliates may exchange information for the purpose of this Agreement, including, without limitation, in connection with the use of the Academy Platform by the Student, which will be deemed confidential if marked as confidential in the Academy Platform or would normally under the circumstances be considered as such (“Confidential Information”). For the avoidance of doubt, the Materials and the Trainings are considered Camunda’s Confidential Information.

Confidential Information does not include information that is independently developed by the recipient, rightfully given to the recipient by a third party without any confidentiality obligations or becomes public through no fault of the recipient. The receiving party will treat the Confidential Information as confidential and with no less than reasonable care and will only use the Confidential Information for the purpose and for the duration of the relationship under this Agreement.

The receiving party may only disclose Confidential Information with the prior written approval of the disclosing party, or to its End Users who need to know the Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as in this Section.

Furthermore, the receiving party shall be permitted to disclose Confidential Information as necessary to comply with applicable laws or valid order of a court of law or other governmental body and, in such case, to the extent permitted by applicable law, the receiving party shall: (i) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party can seek a protective order or other remedy or waive its rights under this Section; and (ii) provide reasonable assistance to the disclosing party, at the disclosing party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

The receiving party is prohibited from obtaining Confidential Information by means of so-called Reverse Engineering. “Reverse Engineering” shall mean all actions, including observing, testing, examining and disassembling or reassembling with the purpose of obtaining Confidential Information. The receiving party shall refrain from exploiting or imitating Confidential Information outside the scope of its purpose in any manner whatsoever (in particular by means of Reverse Engineering) or having it exploited or imitated by third parties and, in particular, from applying for intellectual property rights – in particular trademarks, designs, patents or utility models – to the Confidential Information.

# 12. Intellectual Property Rights

Each party retains the intellectual property rights over its own Confidential Information. Save for any rights reserved to third parties, Camunda retains all rights, title and interest, including any intellectual property rights, in and to the Academy Platform and any information and content incorporated into or used by the Academy Platform. Intellectual property rights mean rights such as copyright, trademarks, service marks, domain names, design rights, database rights, patents, know-how and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

# 13. Access to the Academy Platform

Subject to your compliance with this Agreement, during the term thereof, Camunda provides you a right to access, register for, view and use the Academy Platform and any information and content incorporated into or used by the Academy Platform, only as necessary to enable you to receive and consume the Trainings, and subject to any restrictions contained in this Agreement (including, without limitation, those resulting from Sections 11 (Confidentiality), 12 (Intellectual Property Rights) and 19 (Export) hereto. All other uses are expressly prohibited. Except if expressly stated otherwise in the Agreement, this Agreement does not grant you any right to reproduce, record, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, or otherwise transfer, commercially exploit, publicly display or use the Academy Platform and any information and content incorporated into or used by the Academy Platform or any other right to the Academy Platform not specifically set forth herein, unless you have been granted explicit written permission to do so.

Notwithstanding the preceding paragraph of this Section, nothing in this Agreement is intended to change or restrict the terms of any open source, free software or public license applicable to Repository Materials made available by Camunda. Provided that the Students fully comply with the terms and conditions of such open source, free software or public licenses, Camunda shall not seek to restrict, or receive compensation for, the act of copying or redistributing Repository Materials which are otherwise freely redistributable to third parties (and not otherwise restricted by the applicable law).

The information and content incorporated into or used by the Academy Platform may contain links or embedded links to third party content and websites. These links are provided for your reference only and Camunda does not endorse the content or the operations associated with them. Camunda has no control over such content and cannot accept any liability for such third-party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.

## **14. License to use Feedback**

You hereby grant Camunda, without any compensation to you, a worldwide, unrestricted, perpetual, non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, fully paid-up license to use, copy, modify, create derivative works of, profit from, distribute, publicly perform or display, make, have made, sell, rent, incorporate into its products or services, disclose, publish, keep secret, create derivative works of, license copies of, or otherwise profit from or exploit, any Feedback that you, in your discretion, may share with Camunda in any manner, including orally, in writing, or by means of documents. To the maximum extent permitted by law, you waive any rights on, or in relation to, any results, derivative works or outputs of any nature resulting from Camunda processing or modifying the Feedback shared by you.

## **15. No Warranties; Disclaimers**

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

## **16. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY (EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW), IN NO EVENT WILL CAMUNDA BE LIABLE TO YOU 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 ACADEMY PLATFORM, 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF CAMUNDA TO YOU 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 ACADEMY PLATFORM AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED, IN THE AGGREGATE, TO EUR 10,000 (TEN THOUSAND EUROS).

You hereby voluntarily release, forever discharge and covenant not to sue Camunda, its subsidiaries, affiliates, officers, directors, shareholders, employees, and each of their respective successors and assigns ("the Released Parties") from any and all liability, claims, demands, actions or causes of action, damages, suits in equity of whatever kind or nature which are related to, arise out of, or are in any way related to your access to and/or reliance on the Trainings provided pursuant to this Agreement. IF YOU ARE A



CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”.

## 17. Indemnification

To the extent permitted by law, the Student 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) Student’s breach or alleged breach of this Agreement; (ii) Student’s violation of any third party intellectual property rights, publicity, confidentiality, property or privacy rights; or (iii) any misrepresentations made by the Student. The Student 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 the Student, and the Student will not under any circumstances settle any claim without the prior written consent of Camunda.

## 18. Data Protection

You are responsible for complying with all applicable privacy or data protection laws and regulations, including, without limitation, the GDPR and the CCPA.

If you provide personal data to Camunda through the Academy Platform, including first name, last name, email address, telephone number(s) and any other information that includes individually identifiable information (“**Personal Data**”), you grant Camunda the right and license to collect, host, store, process and otherwise use (as set forth in this Agreement) Personal Data for the purposes of operating and improving the Academy Platform. 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 (Skilljar Inc., PO Box 22296 Seattle, WA, 98122 USA) for the purposes of hosting the Academy Platform.

## 19. Export

The Academy Platform may be subject to export laws and regulations of the United States, the European Union, the United Kingdom, Singapore, the Federal Republic of Germany, and other jurisdictions.

The Student represents and warrants that Student or any of its Affiliates (i) is not a Prohibited Entity, or (ii) has not taken and will not take any action, directly or indirectly, that would result in a violation of Sanctions, or that would otherwise cause Camunda or its Affiliates to violate Sanctions.

For purposes of this Section, “Sanctions” means to the extent applicable to the Student, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, or trade embargoes administered or enforced from time to time by (i) the United States, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, or the U.S. Department of Commerce, or through any existing or future Executive Order; (ii) the United Nations Security Council; (iii) the European Union; (iv) the United Kingdom; or (v) any other government authority with jurisdiction over the Student. “Prohibited Entity” means (i) a person (an entity or an individual) on any list of targets designated pursuant to any Sanctions, (ii) a person, countries, or territories that are the target of any territorial or country-based Sanctions programs, (iii) an entity with its registered offices in Russia, or (iv) a person owned or controlled by any person covered by (i), (ii), or (iii).

## 20. Publicity

If you are a legal entity, you hereby grant Camunda a transferable, sub-licensable, royalty-free, non-exclusive, worldwide, valid for the entire duration of the rights, license to copy, host, store, distribute, publicly perform, display, incorporate into other works and otherwise

use your trademarks, service marks and logos in our marketing materials, for the purpose of promoting the Academy Platform. You authorize Camunda to publicly identify you, as beneficiary of the Academy Platform and the Trainings, and to include your name and logo on our website and on any promotional materials. You must request prior consent from Camunda before using our name, logos and trademarks and before making any statement related to Camunda or the Academy Platform in the media, in press releases, briefings or conferences, other than to mention your status as beneficiary of the Academy Platform and the Trainings. You also agree not to contest the validity of ownership of any Camunda trademarks.

If you are a Camunda customer, the customer reference and publicity clause laid down in your underlying agreement with us shall take precedence over the preceding paragraph in case of any conflict, unless otherwise agreed between us.

## 21. Term and Termination

This Agreement is effective from the date you access the Academy Platform for the entire term of the Trainings and until terminated in accordance herein.

Either Party may terminate this Agreement immediately and without notice if: (i) the other Party materially breaches this Agreement (including if Student fails to pay fees for the paid Trainings or has violated any export regulations) and, if such breach is curable, it has not been cured within thirty (30) days after the non-breaching Party has sent written notice thereof; or (ii) Camunda exercises its right to change the terms and conditions of this Agreement by providing modified terms, along with an effective date for such modified terms, and the Student does not accept such modified terms on or before the effective date. Notwithstanding the above, Camunda may terminate this Agreement for non-payment by Student of any fees due unless the Student pays such fees in full within ten (10) days after receipt of Camunda's written notice of non-payment. The termination of this Agreement has no effect on the Training that is in progress existing at the time of termination, which will be carried out by Camunda until completed, provided that if the termination is as a result of a material breach by the Student, Camunda may terminate the Training that is in progress at the time of termination by written notice to the Student. The terms and conditions of this Agreement continue to apply to the Training which is in progress on the termination date of this Agreement until such time as the Training is completed.

We may immediately and without notice terminate the Agreement or suspend your right to use and access the Academy Platform if the provision of the Trainings is deemed unlawful or infringes any third-party right.

## 22. Survival

Any and all provisions that, by their content, are intended to apply beyond, the performance, non-renewal or termination of this Agreement will survive any termination hereunder (whether or not so expressly stated).

## 23. Modification of Terms; Updates to Trainings

Camunda reserves the right to modify or update the terms of this Agreement from time to time with or without prior notice. Changes shall become effective immediately upon being posted at [camunda.com/legal/terms/camunda-academy-terms/](https://camunda.com/legal/terms/camunda-academy-terms/). Your continued use of the Academy Platform after changes are posted constitutes an acknowledgement and acceptance of these changes.

Camunda may from time to time provide updates to the Academy Platform or Trainings, including updates to Trainings content. Such updates shall be implemented automatically without any additional notice to Student.

## 24. Governing Law and Venue

The Student Location will determine (a) the Camunda entity entering into this Agreement, (b) the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement and (c) the courts that have jurisdiction over any such dispute or lawsuit (the "Venue"), as set out in the table below.



Parties hereby accept the exclusive jurisdiction of the competent courts of the venue indicated below and irrevocably waive any objection and defense which either may have to the bringing or maintenance of any such claim. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Student Location	Camunda entity entering into this Agreement	Governing law	Venue
The United States of America, Canada and Mexico	Camunda, Inc. 101 Montgomery Street, Suite 1900, San Francisco, CA 94104, USA	Laws of the State of Delaware and controlling United States federal law	Delaware
Germany, Austria, Switzerland	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	German law, excluding both CISG and conflict of laws provisions	Berlin, Germany
United Kingdom and Commonwealth (excluding Canada)	Camunda Ltd Moorcrofts LLP, Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	Laws of England and Wales, excluding both CISG and conflict of laws provisions	England and Wales
Any other country	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	Laws of England and Wales, excluding both CISG and conflict of laws provisions	England and Wales

## 25. Regional Terms

The following amendments to this Agreement apply to the Students if the Student Location is in the applicable region as described below:

### United States of America, Canada and Mexico

With respect to Students having the Student Location in the United States of America, Canada and Mexico, two new Sections are added after Section 25 (Regional Terms) of the Agreement, as follows:

#### 26. High Risk Activities

*The Academy Platform is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Academy Platform could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). Accordingly, Camunda specifically disclaims any express or implied warranty of fitness for High Risk Activities.*

#### 27. U.S. Government

*The Academy Platform and, if applicable, any related documentation are “commercial items”, as defined in 48 C.F.R. §2.101, consisting*

of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.2702-4, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.2702-1 through 227.2702-4, as applicable, the commercial computer software and commercial computer software documentation are (if applicable) being licensed to U.S. government end users (a) only as commercial items and (b) with only those rights that are granted to all other end users pursuant to the terms and conditions set forth in this Agreement and any applicable license agreement for the Academy Platform.

If you are a California resident, in accordance with California Civil Code Section 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Affairs of the California Department of Consumer Affairs by contacting them in writing at: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

### **Germany, Austria and Switzerland**

a) With respect to Students having the Student Location in Germany, Austria or Switzerland, the following sentence is added at the end of the second paragraph of Section 21 (Term and Termination):

*Any Party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' prior written notice.*

b) With respect to Students who qualify as consumers, the following two paragraphs are added at the end of Section 8 (Cancellation of Instructor-Led Trainings and Instructor Sessions):

Right to withdraw for consumers. You have the right to withdraw from the Training Contract within 14 days without giving any reason. The withdrawal period will expire after 14 days after receiving the Registration Confirmation, upon which the Training Contract is deemed concluded (“**Withdrawal Period**”). To exercise the right to withdraw from the Training Contract you must inform us of your decision to withdraw from the Training Contract by a clear statement sent by post at Camunda Services GmbH, Zossener Strasse 55-58, 10961 Berlin, Germany or by email at [academy@camunda.com](mailto:academy@camunda.com). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the Withdrawal Period has expired.

Effects of withdrawal from the Training Contract by consumers. If you withdraw from the Training Contract, you will receive a full refund of the fees for the respective Training. Your right to withdraw expires earlier if the Training Contract has been performed in its entirety at your express request before you have exercised your right to withdraw.

c) With respect to all categories of Students:

c.1) The following paragraph is added at the end of the first paragraph of Section 11 (Confidentiality) of this Agreement:

*Confidential Information shall be deemed to include in particular: trade secrets, products, manufacturing processes, know-how, inventions, business relations, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data), any documents and information of the disclosing party which are subject to technical and organizational secrecy measures and which are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission. Without prejudice to any rights it may have under the German Trade Secret Act (“Geschäftsgeheimnisgesetz”), the disclosing party shall have all property rights, rights of use and exploitation rights with respect to the Confidential Information, unless otherwise provided in this Agreement. The receiving party is aware that the Confidential Information described above has not previously been generally known or readily accessible, either in its entirety or in its details, and is therefore of commercial value and is protected by the disclosing party through appropriate confidentiality measures. If a Confidential Information under this Section does not meet the requirements of a trade secret within the meaning of the German Trade Secret Act, such information shall nevertheless be subject to the obligations of this Section.*

c.2) The following sentence is added at the end of paragraph 4 of Section 11 (Confidentiality) of this Agreement:

*The receiving party shall furthermore indicate in the course of disclosure, if applicable, that trade secrets are concerned and shall ensure that the provisions of Sections 16 et seq. of the German Trade Secrets Act (“Geschäftsgeheimnisgesetz”) are applied.*

c.3) The last sentence of paragraph 5 of Section 11 (Confidentiality) of this Agreement is replaced with the following:

*The receiving party shall refrain from exploiting or imitating Confidential Information outside the scope of its purpose in any manner whatsoever (in particular by means of Reverse Engineering) or having it exploited or imitated by third parties and, in particular, from*

applying for intellectual property rights – in particular trademarks, designs, patents or utility models (“Gebrauchsmuster”) – to the Confidential Information.

c.4) Section 15 (No Warranties; Disclaimers) of this Agreement shall not be applicable.

c.5) Section 16 (Limitation of Liability) of this Agreement is replaced in its entirety with the following section:

*Camunda will be liable without limitation for all losses caused by Camunda and by its legal representatives or vicarious agents in cases of intent or gross negligence, the absence of a guaranteed quality (“garantierte Beschaffenheit”) and for mortal injury, bodily harm and damage to health, as well as in accordance with the provisions of the Product Liability Act (“ProdHftG”). In cases involving a simple negligent breach (“leichte Fahrlässigkeit”) of primary obligations (“Kardinalpflicht”), Camunda’s liability will be limited to replacement of the foreseeable damage typically occurring. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the Parties may rely. Other than this, Camunda’s liability for simple negligent breaches (“leichte Fahrlässigkeit”) of accessory contractual obligations is excluded. Further liability – for whatever legal reason – on the part of Camunda and Camunda’s vicarious agents is excluded. A strict liability of Camunda for defects due to pre-existing deficiencies in the Academy Platform is excluded.*

*If the Student’s losses result from a loss of data, Camunda will only be liable for this to the extent that the damage would have resulted even if the Student had made a backup of all the relevant data.*

c.6) The second sentence of the second paragraph of Section 21 (Term and Termination) of this Agreement is replaced with the following:

*Notwithstanding the above, Camunda may terminate this Agreement for non-payment by Student of any fees due, unless the Student pays such fees in full within sixty (60) days after receipt of Camunda’s written notice of non-payment.*

c.7) Notwithstanding Section 24 (Governing Law and Venue), the place of jurisdiction shall only be agreed with merchants according to the German Commercial Code (“Handelsgesetzbuch”), special funds under public law and legal entities under public law.

**United Kingdom and Commonwealth and any Region other than the United States of America, Canada, Mexico, Germany, Austria or Switzerland**

a) With respect to Students who qualify as consumers:

For the purpose of this Section, you will qualify as a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use and not for use in connection with your trade, business, craft or profession.

If you are a consumer, the changes and additions set out in Sections a.1), a.2) and a.3) below are made in respect of matters relating to paid Trainings under this Agreement. If you are a consumer, then the change set out in Section a.4) below is made in respect of all matters under this Agreement.

a.1), the following two paragraphs are added at the end of Section 8 (Cancellation of Instructor-Led Trainings and Instructor Sessions):

*If you are a consumer and provided you contact us no more than 14 days after receiving the Registration Confirmation (the “Cancellation Period”), then you have a statutory right to cancel the Training Contract providing for paid Training. You can exercise this right by contacting us, including by email to [academy@camunda.com](mailto:academy@camunda.com) or by completing the model cancellation form. If you cancel before we start providing the Training you will receive a full refund for the respective Training. If you seek to cancel after the Cancellation Period, no refund will be provided.*

*If you have expressly requested that we start providing the Training within the Cancellation Period and you cancel after we have started the Training, you must pay us for the Training provided up until the time you cancel. Once we have completed the Training you cannot change your mind, even if the Cancellation Period is still running.*

a.2) the following paragraph is added at the end of Section 15 (No Warranties; Disclaimers):

If you purchase an Instructor-Led Training or Instructor Session and we do not carry out the respective Training with reasonable skill and care you can ask us to repeat the Training or for a proportionate refund of the money you paid for the Training.

a.3) the following three paragraphs are added at the end of Section 16 (Limitation of Liability):

IF YOU ARE A CONSUMER AND WE FAIL TO COMPLY WITH THIS AGREEMENT IN RESPECT OF PAID TRAININGS, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREAKING THIS AGREEMENT OR OUR FAILING TO USE REASONABLE CARE AND SKILL, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE AGREEMENT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT HAPPEN.

IF YOU ARE A CONSUMER, WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU IN RESPECT OF PAID TRAININGS WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR BREACH OF YOUR LEGAL RIGHTS IN RELATION TO THE PAID TRAININGS, INCLUDING THE RIGHT TO RECEIVE TRAININGS WHICH ARE: AS DESCRIBED AND MATCH INFORMATION WE PROVIDED TO YOU AND ANY SAMPLE SEEN OR EXAMINED BY YOU; OF SATISFACTORY QUALITY; FIT FOR ANY PARTICULAR PURPOSE MADE KNOWN TO US; SUPPLIED WITH REASONABLE SKILL AND CARE; AND FOR DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987.

WE ARE NOT LIABLE FOR BUSINESS LOSSES. IF YOU ARE A CONSUMER, WE ONLY SUPPLY PAID TRAININGS TO YOU FOR DOMESTIC AND PRIVATE USE. IF YOU ACCESS FREE TRAININGS OR USE PAID TRAININGS FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE OUR LIABILITY TO YOU WILL BE LIMITED AS SET OUT IN SECTION 16 (LIMITATION OF LIABILITY), WITHOUT THE ADDITIONAL PARAGRAPHS PROVIDED FOR UNDER THIS SUBSECTION A.3 OF THE REGIONAL TERMS FOR THE UNITED KINGDOM AND COMMONWEALTH AND ANY REGION OTHER THAN THE UNITED STATES OF AMERICA, CANADA, MEXICO, GERMANY, AUSTRIA OR SWITZERLAND.

a.4) If you are a consumer and live in the United Kingdom, Section 24 (Governing law and Venue) of this Agreement is replaced in its entirety with the following section:

*This Agreement is governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.*

b) With respect to all categories of Students:

b.1). The following paragraph is added at the end of Section 16 (Limitation of Liability):

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS (AS APPLICABLE); (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; OR (D) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR US TO EXCLUDE OR RESTRICT LIABILITY.

b.2) Paragraph 2 of Section 21 (Term and Termination) of this Agreement is replaced with the following section:

*Either Party may terminate this Agreement at any time, if (i) the other Party fails to pay any amount due and payable under the Agreement on the due date for payment and such remains unpaid not less than 14 days after the date on which the non-paying Party receives written notice of such failure to pay, (ii) the other Party commits a material breach of any term of this Agreement (other than failure to pay any amounts due) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so, (iii) the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement, or (iv) Camunda exercises its right to change the terms and conditions of this Agreement by providing modified terms, along with an effective date for such modified terms, and the Student does not accept such modified terms on or before the effective date. The termination of this Agreement has no effect on the Training that is in progress at the time of termination, which will be carried out by Camunda until completed, provided that if the termination is as a result of a material breach by the Student, Camunda may terminate the Training that is in progress at the time of termination by written notice to the Student. The terms and conditions of this Agreement continue to apply to the Training which is in progress on the termination date of this Agreement until such time as the Training is completed.*

b.3) Two new Sections are added after Section 25 (Regional Terms) of the Agreement, as follows:

*26. Service of Process*

*The Parties agree that in the event of a claim being commenced in relation to any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, a claim form and any other documents relating to such a claim will be served at the respective Parties' registered address even if such address is outside of England and Wales.*

*27. Rights of Third Parties*

*A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.*