

THESE GENERAL TERMS AND CONDITIONS FOR CONSULTING SERVICES (THE "GTCS") ARE ENTERED INTO BY AND BETWEEN THE CAMUNDA ENTITY SET FORTH IN SECTION 12 ("CAMUNDA") AND YOU ("CUSTOMER", "YOU", "YOUR"). CAMUNDA AND THE CUSTOMER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A "PARTY" AND, TOGETHER, AS THE "PARTIES".

# 1. Provision of Consulting Services

1.1 By signing an Order Form that references these GTCs or sending a Purchase Order or similar ordering document that references such Order Form, the Customer orders the Consulting Services ("Services") as specified in such Order Form ("Scope of Services") on a time and material basis.

1.2 The Order Form sets forth the (i) the name of the Service ("Product"), (ii) the location where the Service will be delivered (on-site or remote), (iii) the number of Service hours/days, (iv) the Scope of Service, (v) the total price for the Service and (vi) the number of maximal participants, and (vii) where applicable, the period of performance

1.3 If the Customer exceeds the maximum number of participants, Camunda reserves the right to invoice the additional participants separately.

1.4 If the Order Form specifies a period of performance, the Services must be called up during that period; unused Services that were not called up within the period of performance expire without replacement.

1.5 If Customer purchases Remote Consulting Hours as part of a Subscription, the terms and conditions of the MSA will apply conclusively to these Remote Consulting Hours.

1.6 If Camunda offers the Services free of charge, the Parties can also align on the Services via email only. By receiving the Services, the Customer agrees to these GTCs.

1.7 For the avoidance of doubt, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of a Service, it shall do so only for its own internal, administrative purposes and not with the intent to provide any additional contractual terms or amend existing terms or provide an agreement to amend these GTCs. To the extent the terms of any purchase orders or similar documents are inconsistent or contrary with the terms of these GTC, the terms of these GTC shall prevail, and any such countering terms are hereby rejected, even if Camunda does not object. Camunda's performance of the services shall not amount to or be implicit of an acceptance of any terms set out or referred to in the purchase order or similar document. Derivations of a particular clause, exhibit, or attachment which expressly amends or adds by section a term to these GTC shall, therefore, only apply if they have been expressly authorized and unless otherwise agreed by the Parties in writing, including electronic or digital form.

# 2. Delivery and Performance of the Services

2.1 Services may be delivered as on-site or remote Services, for cost or free of charge, always subject to the agreement between the Parties on the Order Form. The Services do not include specified deliverables, acceptance of deliverables, a set schedule, access to Camunda technical support (other than from the designated engineer ("Consultant") performing the Services during the term), or the provision of other Camunda products or services.

2.2 All Services are performed by knowledgeable and experienced professionals selected by Camunda. If the professional provided by Camunda cannot meet the scheduled appointment, Camunda is obliged to propose a qualified alternative representative or alternatively to appoint a replacement date. If the Customer reasonably objects to the alternative consultant or no agreement on an alternative date can be reached, it is up to the Customer to withdraw from the assignment. In this case, Camunda has no claim to compensation. For contingent commissions, this rule shall apply to the respective individual appointment.

2.3 Camunda does not require access to the Customer's information system resources and networks and will only do so if explicitly requested by the Customer. For the interpretation of this clause 2.3, access to the Customer's information system resources shall not include:

- consulting an employee of the Customer in the performance of work on the Customer's employee's computer,
- accessing the Customer's employee's computer via a screen sharing session, or
- accessing the network systems of the Customer via an assigned internet account.

## 3. Warranties

THE PARTIES ACKNOWLEDGE THAT THESE ARE TERMS AND CONDITIONS FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. THE SERVICES ARE DELIVERED AS IS, WITH NO KIND OF WARRANTY. CAMUNDA PROVIDES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND MAKES NO WARRANTIES WITH REGARDING ERROR-FREE OR UNINTERRUPTED USE, WITH RESPECT TO THE SERVICES OR ANY DOCUMENTATION OR RELATED SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMUNDA, ITS DISTRIBUTORS, AGENTS, CONTRACTORS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE GTC's, AND CAMUNDA WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

## 4. Fee

4.1 Customer will pay the price in advance or as set forth in the Order Form. Customer's obligation to pay for the Services arises after receipt of an invoice, even if the date of invoicing is prior to the date of performance of the Services. The Customer agrees to pay Camunda within thirty (30) days of the date of Camunda's invoice unless otherwise agreed on the Order Form. Any payments more than thirty (30) days overdue may bear a late payment fee of the lower of one-point-five percent (1.5%) per month or the maximum rate allowed by law. All payments accrued or made under these GTCs are non-cancelable and non-refundable. All amounts payable to Camunda under these GTCs shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4.2 All stated prices are exclusive of any taxes, fees, and duties or other amounts, however, designated, and including without limitation value-added, sales taxes, and withholding taxes that are levied or based upon such charges, or upon these GTCs. Any applicable taxes including, but not limited to, withholding taxes, will be paid by Customer, or Customer will present an exemption certificate acceptable to the taxing authorities. Despite the foregoing, the Customer will not be liable for taxes imposed on Camunda based on Camunda's income.

## 5. Intellectual Property Ownership of Materials

All materials (e.g. handouts, exercises, case studies, etc.) are copyrighted by Camunda, and Camunda retains all intellectual property rights therein. Camunda retains all right, title, and interest in and to any work product created by Camunda in the course of providing the Services under these GTCs. The customer has no rights to record, reproduce the materials, or distribute the materials to any third party, for any purpose, without the written consent of Camunda. These GTCs are not a sale and do not convey to Customer any rights of ownership in any intellectual property rights.

## 6. Event cancellation or change by the Customer

A cancellation or postponement of an agreed appointment by the Customer is free of charge if it is made up to 15 calendar days before the agreed date. In all other cases, Camunda can charge the following compensation:

- Cancellation: 80% of the daily rate.
- Postponement: 30% of the daily rate.

For contingent commissions, this rule shall apply to the respective individual appointment.

## 7. Liability

DESPITE ANYTHING ELSE IN THESE GTCS OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THESE GTCS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY LOSS OR CORRUPTION OF DATA OR LOST BUSINESS OR PROFITS, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, (III) EXCEPT FOR BREACH OF CONFIDENTIALITY PURSUANT TO SECTION 8, FOR ANY INDIRECT, INCIDENTAL, OR (IV) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID HEREUNDER, IN ALL CASES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 8. Confidentiality

Each Party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information they obtain from the other are the confidential property of the Disclosing Party (“Confidential Information” of the Disclosing Party). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under these GTCs. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party’s and its affiliates’ employees, officers, agents (including, without limitation, vicarious agents), contractors, partner and representatives except to those of the receiving Party with a need to know. The Receiving Party shall not be obligated under this Section with respect to information the Receiving Party can document: (i) is or has become readily publicly available without restriction through no fault of the Receiving Party or its employees or agents; (ii) was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) was rightfully in the possession of the Receiving Party without restriction prior to its disclosure by the other Party; or (iv) was independently developed by employees or consultants of the Receiving Party without access to such Confidential Information.

## 9. Term and Termination

These GTCs will commence on the date executed by the Parties and shall terminate when the Services have been provided unless terminated as provided herein. If either Party materially breaches these GTCS, the other Party may terminate these GTCS upon 10 days’ prior written notice, unless the breach is cured within the notice period. Sections 1 through 8 and Section 10 of these GTCs shall survive termination.

## 10. Export Regulations

The Customer represents and warrants that Customer 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 Customer, 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 Customer. “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).

## 11. Miscellaneous

11.1 No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise.

11.2 If any provision of these GTCs is invalid in law, this shall be without prejudice to the legal effectiveness of the other parts of these GTCs. In lieu of the invalid provision, the Parties undertake to agree a valid clause which reflects it as nearly as possible in business terms and best serves the purpose of these GTCs. The same shall apply in the event of any omission from these GTCs.

11.3 Neither Party shall assign, transfer, or sublicense any obligations or benefit under these GTCs without the written consent of the other (except that Camunda may utilize the services of a contractor to provide the Services).

11.4 Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection, or riots, embargoes, requirements or regulations of any civil or military authority (an “Event of Force Majeure”). Each of the Parties hereto agrees to give reasonable notice to the other upon becoming aware of an Event of Force Majeure. Such notice shall contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than thirty (30) days then the party not in default shall be entitled to terminate these GTCs. Neither Party shall have any liability to the other in respect of the termination of these GTCs as a result of an Event of Force Majeure.

## 12. Contracting Party, Governing Law, and Venue

Depending on where the Customer is domiciled, the Camunda entity entering into these GTCs, the law that will apply in any dispute or lawsuit arising out of or in connection with these GTCs, and the courts that have jurisdiction over any such dispute or lawsuit, will apply according to the below table. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below:

<b>If Customer is domiciled in:</b>	<b>The Camunda entity entering into these GTCs:</b>	<b>Governing law:</b>	<b>Exclusive jurisdiction:</b>
The United States of America, Canada and Mexico	Camunda, Inc. 475 Sansome Street, Suite 1600, San Francisco, CA 94111, USA	Laws of the State of Delaware and controlling United States federal law	Delaware, USA
Germany, Austria, Switzerland	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	Germany, excluding both CISG and conflict of laws provisions	London, England
The United Kingdom and Commonwealth (excluding Canada)	Camunda LTD Moorcrofts Llp Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	England and Wales, excluding both CISG and conflict of laws provisions	London, England
Any other country	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	England and Wales, excluding both CISG and conflict of laws provisions	London, England

## 13. Regional Terms

### 13.1 Germany, Austria, Switzerland

With respect to Customers domiciled in Germany, Austria, or Switzerland, these GTCs are only applicable to companies as laid down in §§ 14, 310 Abs.1 of the German Civil Code (*Bürgerliches Gesetzbuch*, abbreviated *BGB*).

1. Section 7 (Liability) of these GTCS is replaced in its entirety with the following Section:

*Camunda shall be liable for damages incurred by the Customer according to the applicable statutory provisions. In cases involving a simple negligence breach of Primary Obligations, Camunda's liability shall be limited to replacement of the foreseeable damage typically occurring. "Primary Obligations" are such basic duties that form the essence of these GTCs which were decisive for the conclusion of these GTCS and on the performance of which the Parties may rely on. Other than this, Camunda's liability for simple negligent breaches of accessory contractual obligations is excluded. Further liability – for whatever legal reason – on the part of Camunda and Camunda's vicarious agents is excluded.*

1. The following sentence is added at the end of Section 3 (Warranties) of these GTCs:

*If the Services are provided free of charge, Camunda limits its warranty to the minimum required by the statutory provisions.*

THESE GTCS SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, PROPOSALS, REPRESENTATIONS AND WARRANTIES AND PREVAIL OVER ANY CONFLICTING OR ADDITIONAL TERMS OF ANY QUOTE, ORDER FORM, PURCHASE ORDER OR ANY SIMILAR ORDERING DOCUMENT; OR OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER: