

IMPORTANT – READ CAREFULLY. THIS CAMUNDA SOFTWARE EVALUATION AGREEMENT (“AGREEMENT”) SETS FORTH THE ENTIRE AGREEMENT WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU (“CUSTOMER”, “YOU”, “YOUR”) AND THE CAMUNDA ENTITY SET FORTH IN SECTION 11 OF THIS AGREEMENT (“CAMUNDA”, “WE”, “US”, “OUR”) WITH RESPECT TO THE TERMS AND CONDITIONS APPLICABLE TO THE CAMUNDA PLATFORM ENTERPRISE TRIAL EDITION (THE “SOFTWARE”), AS DESCRIBED HEREIN (CAMUNDA AND THE CUSTOMER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A “PARTY” AND, TOGETHER, AS THE “PARTIES”). IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU SHOULD NOT (I) CLICK ON “DOWNLOAD 30-DAYS TRIAL” AT THE BOTTOM OF THIS PAGE, OR (II) DOWNLOAD THE SOFTWARE FROM CAMUNDA’S DOWNLOAD PAGE, AT WHICH POINT YOU WILL NOT BE GRANTED ACCESS TO THE SOFTWARE. DO NOT (I) CLICK “DOWNLOAD 30-DAYS TRIAL” OR (II) DOWNLOAD THE SOFTWARE 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 (I) CLICK ON THE BOX AT THE BOTTOM OF THIS PAGE LABELED “DOWNLOAD 30-DAYS TRIAL”, OR (II) DOWNLOAD THE SOFTWARE, WE WILL ASSUME YOU HAVE THE RELEVANT POWER AND CAPACITY TO DO SO AND YOU WILL BE GRANTED ACCESS TO THE SOFTWARE, AND THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY.

1. Grant of Rights; Restrictions; Feedback

- a. Grant of Rights. Subject to the terms and conditions of this Agreement, and solely during the evaluation period agreed upon separately between Camunda and the Customer and confirmed via email (the “Evaluation Period”), Camunda hereby grants to Customer a royalty-free, limited, personal, non-exclusive, non-transferable and non-sublicensable right to (i) access or use the Software for solely internal and non-productive purposes pursuant to the restrictions set forth in this Agreement, including, without limitation, those resulting from Sections 2 (Intellectual Property Ownership), 3 (Confidentiality), 8 (Export Regulations) hereto. All other uses are expressly prohibited.
- b. Restrictions. The Customer shall not: (i) record, distribute, redistribute, assign, sell, lend, rent, lease, share, transfer, modify, display, perform, adapt, edit, create derivative works of, commercially exploit, license, sublicense or grant any rights in or to all or any portion, component, information and content incorporated into or used by the Software that is licensed hereunder or any other right to the Software not specifically set forth herein; (ii) reproduce or copy the Software, in whole or in part; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or the Documentation; (iv) except as expressly provided for in this Agreement, use the Software (or any portion, component, information and content incorporated into or used by the Software) in a production environment or in connection with any deployed computer system, including without limitation commercial, for-profit, or publicly accessible system or for commercial or revenue generating purposes; (v) permit third parties to use the Software or develop or deploy any system or software including the Software for use by any third parties; (vi) reverse assemble, reverse compile, reverse engineer, decompile, translate or otherwise attempt to discover the source code of any component of the Software; or (vii) access or use the Software in order to build a competitive product or service. All of the Documentation provided to the Customer pursuant to this Agreement is copyrighted by Camunda and Camunda retains all rights in the Documentation not expressly granted to the Customer.
- c. Public Software. The Software contains libraries, utilities or components licensed under “open source”, “free software”,

“source-available” or similar software licenses (“Public Software”). Nothing in this Agreement is intended to change or restrict the terms of any Public Software license, and Camunda does not seek to restrict, or receive compensation for, the act of copying or redistributing publicly licensed code which is otherwise freely redistributable to third parties (and not otherwise restricted by federal trademark or other laws). The Customer shall be responsible for any Public Software license being used solely in accordance with its respective license terms.

- d. Feedback. The Customer agrees that any information or feedback it may provide to Camunda in any manner (including orally, in writing, or by means of documents) related to the Software, the Documentation or this Agreement (the “Feedback”) is non-confidential and the Customer grants Camunda a non-exclusive, worldwide, royalty-free, fully paid up, perpetual, transferable, sub-licensable and irrevocable 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 such Feedback in Camunda’s business activities without restriction and without payment or accounting to the Customer or any third party. To the maximum extent permitted by law, the Customer waives 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 the Customer.

2. Intellectual Property Ownership

- a. Ownership of Intellectual Property. The Software contains proprietary and Confidential Information of Camunda and its licensors. Except to the extent licenses are expressly granted hereunder and save for any rights reserved to third parties, each Party and each Party’s licensors, respectively, retains all right, title and interest, including any Intellectual Property Rights, in and to all that Party’s respective products and services. Camunda retains all right, title and interest, including any Intellectual Property Rights, in and to the Software, any information and content incorporated into or used by the Software, the Documentation and any work product created by Camunda in the course of providing the Software and any service or support under this Agreement. For the purpose of this Agreement, “Intellectual Property Rights” mean rights such as copyright, trademarks, trade secrets, inventions, 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).
- b. Collection of Certain Data. The Customer acknowledges that certain features used in connection with the Software are configured to collect and report telemetry data to Camunda to ensure the stability and functionality of the Software, to improve the user experience and to track usage of the Software. The Customer hereby consents and grants to Camunda a license to collect and use telemetry data generated by Customer’s use of the Software. Camunda will use the telemetry data subject to applicable law.

3. Confidentiality

- a. Parties or their affiliates may exchange information for the purpose of this Agreement, including, without limitation, in connection with the use of the Software by the Customer, which will be deemed confidential if marked as confidential or would normally under the circumstances be considered as such (“Confidential Information”).
- b. 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.
- c. The receiving party may only disclose Confidential Information with the prior written approval of the disclosing party, or to its and its affiliates’ employees, officers, agents (including, without limitation, vicarious agents), contractors, partners and representatives 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.

- d. 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.
- e. 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.

4. No Indemnities; No Warranties; No Support

THIS AGREEMENT DOES NOT ENTITLE THE CUSTOMER TO ANY INDEMNIFICATION OF ANY KIND. THE SOFTWARE, DOCUMENTATION AND ANYTHING PROVIDED IN CONNECTION THEREWITH ARE LICENSED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND. CAMUNDA DISCLAIMS FOR ITSELF AND ITS SUPPLIERS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAMUNDA DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE FROM VIRUSES, BUGS, WORMS OR ANY OTHER HARMFUL COMPONENTS, OR SUCCEED IN RESOLVING ANY PROBLEM AND CAMUNDA SHALL HAVE NO LIABILITY DUE TO ANY DAMAGES CAUSED BY THE SAME. THE CUSTOMER AGREES THAT THE USE OF THE SOFTWARE IS AT CUSTOMER'S OWN RISK. THE CUSTOMER HAS NO WARRANTY OR GUARANTEE UNDER THIS AGREEMENT THAT THE OPERABILITY OF ANY OF THE CUSTOMER'S APPLICATIONS RUNNING WITH THE SOFTWARE WILL BE MAINTAINED WITH ANY SUBSEQUENT OR GENERALLY AVAILABLE VERSIONS OF THE SOFTWARE OR THAT ANY VERSION OF THE SOFTWARE WILL EVER BE MADE AVAILABLE OR MARKETED. NEITHER THIS AGREEMENT NOR CUSTOMER'S ACCESS TO THE SOFTWARE ENTITLE CUSTOMER TO RECEIVE SUPPORT SERVICES FROM CAMUNDA FOR THE SOFTWARE.

5. Limitation of Liability

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY (EXCEPT TO THE EXTENT PROHIBITED BY LAW), IN NO EVENT SHALL CAMUNDA BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, LOST REVENUE OR PROFITS (WHETHER DIRECT OR INDIRECT), LOST BUSINESS OR LOST SALES, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THE OPERATION, USE OF OR ACCESS TO THE SOFTWARE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT SHALL CAMUNDA'S LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.
- b. 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 use of and access to and/or reliance on the Software 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”.

6. Termination

- a. Termination. This Agreement will terminate automatically at the end of the Evaluation Period. Either Party may terminate the Agreement at any time for any reason by giving the other Party at least ten (10) days' prior written notice of termination.
- b. Effect of Termination. Upon termination or expiration of this Agreement, all licenses granted hereunder shall cease. Substantially concurrent with the end of the Evaluation Period or any earlier termination of this Agreement, Customer shall remove the Software (by permanently deleting the Software and all copies thereof) from Customer's premises, unless Camunda gives Customer written authorization before close of the Evaluation Period or any earlier termination to retain possession of the Software and copies for a longer time period.
- c. Survival. Any and all provisions that, by their content, are intended to apply beyond the performance, non-renewal or termination of this Agreement, including all associated definitions and all accrued rights to payment (if any) will survive any termination hereunder (whether or not so expressly stated).

7. Relationship of the Parties

Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the Parties. The Parties agree that each is an independent contractor and neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent. Nothing in this Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract, or other business relationship with the other Party. Each Party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

8. Export Regulations

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

The Customer represents and warrants that they or any of their 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, or (iii) a person owned or controlled by any person covered by (i), or(ii).

9. Data Privacy and Security

The Customer represents and warrants that it will not disclose any information about identified or identifiable persons to Camunda in the course of using the Software.

10. Miscellaneous

- a. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) on the date of receipt, when delivered by email.
- b. This Agreement is not assignable or transferable by Customer without Camunda's prior written consent.
- c. 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.
- d. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the Parties, in which case this Agreement will immediately terminate.
- e. This Agreement may be modified, replaced or rescinded only in writing and signed by a duly authorized representative of each party.
- f. 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 on Camunda's website at <https://camunda.com/>. Your continued use of the Software pursuant to this Agreement after changes are posted constitutes an acknowledgement and acceptance of these changes.

11. Contracting Party, Governing Law and Venue

The Camunda entity entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled, as set forth below. 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 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.

Customer domicile	Camunda entity entering into this Agreement	Governing law	Venue
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	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	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

12. Regional Terms

12.1 United States of America, Canada and Mexico.

With respect to Customers domiciled in the United States of America, Canada and Mexico, two new Sections are added after Section 12 (Regional Terms) of the Agreement, as follows:

13. High Risk Activities

The Software 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 Software 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.

14. U.S. Government

The Software 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 Software.

12.2 Germany, Austria and Switzerland.

1. With respect to Customers domiciled in Germany, Austria or Switzerland, this Agreement is only applicable to companies as laid down in §§ 14, 310 Abs.1 of the German Civil Code (*Bürgerliches Gesetzbuch*, abbreviated *BGB*).
2. The following paragraph is added at the end of the first paragraph a. of Section 3 (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.
3. The following sentence is added at the end of paragraph d. of Section 3 (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.
4. The last sentence of paragraph e. of Section 3 (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.
5. Section 4 (No Indemnities; No Warranties; No Support; No Availability) of this Agreement is replaced in its entirety with the

following Section:

4. No Support. *Neither this Agreement nor Customer's access to the Software entitle the Customer to receive Support Services from Camunda for the Software.*

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

5. Liability. *Camunda is liable to the Customer only for damages caused intentionally or by gross negligence ("grobe Fahrlässigkeit"). The foregoing limits and exclusions of liability shall not apply to any loss arising in respect of the death or personal injury of any person nor to liability arising from the German Product Liability Act. For those losses, Camunda shall be liable according to the applicable statutory provisions.*

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

1. The following paragraph is added at the end of Section 5 (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.

2. Two new Sections are added after Section 12 (Regional Terms) of the Agreement, as follows:

13. 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.*

14. 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.*

THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, PROPOSALS, REPRESENTATIONS AND WARRANTIES AND PREVAILS OVER ANY CONFLICTING OR ADDITIONAL TERMS OF ANY QUOTE, PURCHASE ORDER, ACKNOWLEDGMENT, OR OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER DURING THE TERM OF THIS AGREEMENT.