IMPORTANT – READ CAREFULLY. THESE TERMS AND CONDITIONS (THE "AGREEMENT") SET FORTH THE ENTIRE AGREEMENT BETWEEN YOU ("USER", "YOU", "YOUR") AND THE CAMUNDA ENTITY SET FORTH IN SECTION 13 OF THIS AGREEMENT ("CAMUNDA", "WE", "US", "OUR") WHICH GOVERNS THE ACCESS AND USE OF CAMUNDA TRIAL AND CAMUNDA FREE AND ANY RELATED BETA OFFERINGS, (TOGETHER, THE "SOFTWARE"), AS DESCRIBED HEREIN. CAMUNDA AND THE USER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A "PARTY" AND, TOGETHER, AS THE "PARTIES".

IF YOU ARE A CONSUMER IN GERMANY, AUSTRIA OR SWITZERLAND, PLEASE NOTE THE DEVIATING PROVISIONS IN SECTION 14. HERE YOU WILL ALSO FIND, IN PARTICULAR, INFORMATION ON THE DEVIATING LIABILITY PROVISIONS.

IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU SHOULD NOT CLICK ON "SIGN UP", "SIGN UP WITH GOOGLE" OR "SIGN UP WITH GITHUB" ON THE SOFTWARE SIGN UP PAGE, AT WHICH POINT YOU WILL NOT BE GRANTED ACCESS TO THE SOFTWARE. DO NOT CLICK "SIGN UP", "SIGN UP WITH GOOGLE" OR "SIGN UP WITH GITHUB" UNLESS (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE THE TERMS OF THIS AGREEMENT AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU CLICK ON THE BOX ON THE SOFTWARE SIGN UP PAGE LABELED "SIGN UP", "SIGN UP WITH GOOGLE" OR "SIGN UP WITH GITHUB", 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. Camunda Trial. Trial Evaluation Period.

    a. <u>Access to Camunda Trial</u>. In order to access and use the Camunda Trial, User must register for a Camunda Trial Account (the "Trial Account"). By creating the Trial Account, User acknowledges that it is solely responsible for maintaining the security of the Trial Account (including, but not limited to, login credentials and security keys) and for all activities that occur under this account during the term of this Agreement. During the term of this Agreement, the User (i) will not misuse or share their login credentials and security keys, misrepresent User's identity or affiliation with an entity or impersonate any person or entity and (ii) agrees to immediately notify Camunda of any unauthorized use of the Trial Account, or any other breaches of security of which User becomes aware. Camunda will have no liability for any acts or omissions on User's or any third party's part, including any damages of any kind incurred as a result of such acts or omissions. If Camunda believes, in its sole discretion, that User has violated or attempted to violate this Agreement, or the access or use of the Software by User presents a material security risk, Camunda may at its sole discretion suspend User's use of the Software until the violation or security risk has been corrected. Camunda will use reasonable efforts to provide the User with advance written notice prior to implementing such suspension.

    b. <u>Trial Evaluation Period</u>. The evaluation period during which the User may access and use the Camunda Trial shall be thirty (30) days from and including the date on which User registers for the Trial Account, unless otherwise agreed between the Parties (the "Trial Evaluation Period").

2. Camunda Free

    a. <u>Automatic Access to Camunda Free</u>. All Users who have registered for a Trial Account and have used the Camunda Trial during the Trial Evaluation Period without making a decision to buy either the Camunda Starter or the Camunda Enterprise plan will be automatically granted access to the Camunda Free upon the expiry date of the Trial Evaluation Period ("Trial Expiry Date").

    b. In order to access and use the Camunda Free plan, the User shall use the Camunda Trial Account.

3. Access and Use Rights for the Software; Beta

Offerings; Public Software; Indemnification, Feedback.

a. <u>Grant of Access and Use Rights for the Software</u>. Subject to the terms and conditions of this Agreement, and solely during the term of this Agreement, Camunda hereby grants to User a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Software for solely internal and non-productive purposes which, for Camunda Free, shall be furthermore limited to BPMN/DMN modeling. User's access and use rights in connection with the Software shall be subject to the restrictions set forth in this Agreement, including, without limitation, those resulting from Sections 4 (Intellectual Property Ownership), 5 (Confidentiality) and 10 (Export Regulations) hereto. The Software documentation, training materials or other materials can be downloaded at **https://docs.camunda.io/** (together, the "Documentation").

b. <u>Access and Use Restrictions</u>. The User shall comply with all applicable laws, including export control and data privacy laws. The User shall not: (i) execute or attempt to execute any malware in the Software or use or attempt to use the Software to transmit malware; (ii) use the Software to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the rights of any third party; (iii) access or use the Software to compete against Camunda or to build a competitive product or service; (iv) use the Software for purposes of monitoring performance or functionality (for example via penetration testing) or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, provide access to the Software by making User's Trial Account available to any third party; (vi) sell, resell, rent, lease, lend, offer, commercially exploit any time sharing arrangement, service bureau or any service based upon the Software; (vii) interfere with or disrupt the integrity, security or performance of the Software or third party data contained therein; (viii) attempt to gain unauthorized access to the Software or any associated systems or networks; (ix) modify, make derivative works of, disassemble, decompile or reverse engineer the Software or any component thereof; (x) use the Software in a production environment or on any deployed system, including without limitation commercial, for-profit, or publicly accessible systems or for commercial or revenue-generating purposes; or (xi) perform or attempt to perform any actions that would prevent the use of the Software by Camunda's other licensees, users or customers. All of the Documentation provided to User pursuant to this Agreement is copyrighted by Camunda and Camunda retains all rights in the Documentation not expressly granted to User.

c. <u>Beta Offerings</u>. From time to time, Camunda may invite User to try Beta Offerings at no additional charge. For the purpose of this Agreement, "Beta Offerings" means any version of the Software which is clearly designated as alpha, beta, limited release, developer preview, non-production, evaluation, or a similar description. The User may accept or decline any such Beta Offerings in its sole discretion and agrees that any Beta Offerings are for evaluation purposes and not for production use, are not supported by any services and may be subject to additional terms. Camunda may discontinue Beta Offerings at any time in its sole discretion and may or may not make them generally available. Clusters containing Beta Offerings cannot be updated to newer Software versions; accordingly, User will need to delete such Clusters and replace them with a new Cluster to receive subsequent versions of the Software. Camunda will have no liability (including under any indemnities in this Agreement) for any harm or damage arising out of or in connection with a Beta Offering, which is provided "as is" and is exclusive of any warranty whatsoever.

d. <u>Public Software</u>. 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 User shall be responsible for any Public Software license being used solely in accordance with its respective license terms.

e. <u>Indemnification</u>. User will indemnify Camunda from and against all and any losses, liabilities, damages, demands, suits, causes of action, judgments, costs and expenses (including court costs and reasonable attorneys' costs up to any

applicable statutory cap) arising out of or relating to claims brought against Camunda by third parties which (i) are based on a violation of this Agreement by User or (ii) relate to or arise from disputes involving User and relate to access and use of the Software to the extent such any losses, liabilities, damages are not caused by Camunda's breach of this Agreement.

f. <u>Technical Requirements</u>. User has and will retain sole responsibility for User's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), networks and internet services, whether operated directly by User or through the use of third party services, required to access and use the Software.

g. <u>Feedback</u>. The User agrees that any information or feedback they may provide to Camunda in any manner (including orally, in writing, or by means of documents) related to the Software or this Agreement (the "Feedback") is non-confidential and User grants Camunda a non-exclusive, royalty-free, worldwide, 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 User or any third party. 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.

4. Intellectual Property Ownership.

a. <u>Ownership of Intellectual Property</u>. The Software contains proprietary and Confidential Information of Camunda and its licensors. Except to the extent use rights 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. 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. <u>Telemetry Data</u>. For the purpose of this Section, "Telemetry Data" means all information and data of User collected in connection with User's access and use of the Software, including but not limited to information about browsers, implemented clients, and related pages accessed by users, API calls and the Software in general. It may contain Personal Data, such as hashed IP addresses, email addresses and identifiers, including cookies, but is generally technical, aggregated or pseudonymized. User acknowledges that certain features used in connection with the Software are configured to collect and report Telemetry Data to Camunda to improve the user experience, to track usage of the Software, to ensure the security, stability and functionality of the Software. Camunda will use Telemetry Data subject to applicable law and Camunda's Privacy Policy, which is available at https://camunda.com/legal/privacy/. User hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, User applications and any third party products, as necessary to provide and improve the access to and use of the Software by the User. Camunda will not acquire any right, title or interest from User in or to any information processed or transmitted by or on behalf of User in the Software.

5. Confidentiality.

a. Parties or their affiliates may exchange information for the purpose of this Agreement, including, without limitation, in connection with the access and use of the Software by the User, 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.

6. No Indemnities; No Warranties; No Support; No Availability.

THIS AGREEMENT DOES NOT ENTITLE USER TO ANY INDEMNIFICATION OF ANY KIND. THE SOFTWARE, DOCUMENTATION AND ANYTHING PROVIDED IN CONNECTION THEREWITH IS PROVIDED "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 WARRANTIES OF NONINFRINGEMENT, 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. USER AGREES THAT THE USE OF THE SOFTWARE IS AT USER'S OWN RISK. USER HAS NO WARRANTY OR GUARANTEE UNDER THIS AGREEMENT THAT THE OPERABILITY OF ANY OF USER'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 USER'S ACCESS TO THE SOFTWARE ENTITLE USER TO RECEIVE SUPPORT SERVICES FROM CAMUNDA FOR THE SOFTWARE. FURTHERMORE, CAMUNDA DOES NOT GUARANTEE ANY AVAILABILITY OF THE SOFTWARE.

7. 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), COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR OPERATION OF 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 USER 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 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 and use of 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".

8. Term and Termination; Effect of Termination; Survival.

a. This Agreement will terminate automatically at the end of the Trial Evaluation Period, unless User is granted automatic access to Camunda Free plan upon the Trial Expiry Date, in which case the Agreement shall remain in effect until terminated in accordance with paragraph b. below.

b. 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.

c. Upon termination or expiration of this Agreement, all rights granted hereunder shall cease and User's access to the Software will be shut down and its account will not be available to User. User must cease usage of the Software and the Trial Account upon termination or expiration of this Agreement.

d. 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).

9. 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.

10. 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 User 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 User, 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 User. "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. Data Privacy and Security.

User represents and warrants that User will not provide to Camunda any information relating to identified or identifiable individuals other than login or admin data or data that is necessary for the access of the Software. If User nevertheless transmits or shares or intends to transmit or share any other personal data of its employees or end customers, it shall notify Camunda in advance so that the Parties can sign a separate **data processing agreement**.

12. 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 User 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. This Agreement may be modified, replaced or rescinded only in writing and signed by a duly authorized representative of each Party.

e. 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 access and use of the Software pursuant to this Agreement after changes are posted constitutes an acknowledgement and acceptance of these changes.

13. 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 User 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.

User 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

14. Regional Terms.

14.1 United States of America, Canada and Mexico.

With respect to Users domiciled in the United States of America, Canada and Mexico, two new Sections are added after Section 14 (Regional Terms) of the Agreement, as follows:

15. _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.

16. _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 227.7202-4, 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.

14.2 Germany, Austria and Switzerland.

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

b. The following sentence is added at the end of paragraph d. of Section 5 (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. The last sentence of paragraph e. of Section 5 (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.

d. Section 6 (No Indemnities; No Warranties; No Support; No Availability) of this Agreement is replaced in its entirety with the following Section:
6. No Support; No Availability. Neither this Agreement nor User´s access to the Software entitle User to receive Support Services from Camunda for the Software. Furthermore, Camunda does not guarantee any availability of Software.

e. Section 7 (Limitation of Liability) of this Agreement is replaced in its entirety with the following Section:
7. Liability. Camunda is liable to the User 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.

f. Notwithstanding Section 13, 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, and not with consumers.

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

a. If you are a consumer* and live in the United Kingdom, Section 13 (Contracting Party, 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.
* You will qualify as a consumer if you are an individual or 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.

b. The following paragraph is added at the end of Section 7 (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.

c. Two new Sections are added after Section 14 (Regional Terms) of the Agreement, as follows:

15. 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.

16. 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.