

Camunda Alpha Terms

These Camunda Alpha Terms (“**Terms**”) set out the terms and conditions under which Camunda Services GmbH, Camunda Inc, or Camunda Ltd (collectively “Camunda”) provides (“Customer”, “You”) access to the Camunda Alpha Technology. Do not select the checkbox marking your acceptance of these terms unless (1) you are authorized to accept and agree to these Terms, and (2) you intend to enter and be bound by these Terms. The Terms supplement the governing enterprise agreement (the “Agreement”) by and between Camunda and You (each, a “Party, collectively, “Parties”). The Agreement shall apply in full force and effect except as modified in these Terms. These Terms will be effective upon acceptance (“Effective Date”). Capitalized terms not defined in these Terms are as defined in the Agreement.

1. Camunda Alpha Technology

- i. **Alpha Technology** means any version of the Software designated as alpha, limited release, developer preview, non-production, evaluation, or a similar description.
- ii. **Access and Use of the Camunda Alpha Technology.** Camunda hereby grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Camunda Alpha Technology solely for evaluation, testing, and non-productive purposes. The provisions on access and use of the Software under the Agreement further limit the Customer’s rights to access and use the Camunda Alpha Technology accordingly.
- iii. **Pre-release.** The Customer acknowledges that, as of the Effective Date, the Camunda Alpha Technology is pre-release, has yet to be fully tested, and may contain errors or bugs that may result in permanent loss, corruption, unintentional exposure of certain data or result in incorrect calculations. Camunda is not obligated to provide Services or maintain any level of Availability for the Camunda Alpha Technology. Camunda may not make this Version of Camunda Alpha Technology (or any updates or future Versions) generally or otherwise available for production use. Camunda may not back up Customers’ data, which may not be available for retrieval or otherwise compatible or usable with the Software provided and defined in the Agreement. The Camunda Alpha Technology provided under these Terms is subject to change at any time without prior notice. Camunda reserves the right to modify, suspend, or discontinue any aspect of the Camunda Alpha Technology. The Customer understands that the Camunda Alpha Technology is provided as-is and not subject to the representations and warranties contained in the Agreement until the Camunda Alpha Technology is generally released as a full product or feature of the Software.
- iv. **Camunda Alpha Use Feedback.** Camunda may use any feedback provided by the Customer on the usability of the Camunda Alpha Technology, including errors, proposed enhancements without restriction or obligation to the Customer.
- v. **Fees.** This does not affect the fees due under any Order Form or the Agreement. In addition, the Customer understands that using the Camunda Alpha Technology after the termination of these Terms may be subject to payment of fees under the Agreement and applicable Order Forms.
- vi. **Confidential Information.** The Camunda Alpha Technology and any related information or materials provided or made available by Camunda under these Terms are Camunda Confidential Information. Customer Data input or uploaded to the Camunda Alpha Technology are Customer Confidential Information. Each Party’s obligations regarding the protection of Confidential Information under the Agreement shall also apply to Confidential Information exchanged under these Terms.

2. Warranty

THESE TERMS DO NOT ENTITLE THE CUSTOMER TO ANY INDEMNIFICATION OF ANY KIND. THE CAMUNDA ALPHA TECHNOLOGY IS PROVIDED "AS IS" WITHOUT ANY KIND OF WARRANTY. CAMUNDA DISCLAIMS FOR ITSELF, ITS SUPPLIERS, SUBCONTRACTORS, OR AGENTS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE CAMUNDA ALPHA TECHNOLOGY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CAMUNDA DOES NOT WARRANT THAT THE CAMUNDA ALPHA TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, 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 CAMUNDA ALPHA TECHNOLOGY USE IS AT THE CUSTOMER'S RISK. THE CUSTOMER HAS NO WARRANTY OR GUARANTEE UNDER THESE TERMS THAT THE OPERABILITY OF ANY OF THE CUSTOMER'S APPLICATIONS RUNNING WITH THE CAMUNDA ALPHA TECHNOLOGY WILL BE MAINTAINED WITH ANY SUBSEQUENT OR GENERALLY AVAILABLE VERSIONS OF THE SOFTWARE OR THAT ANY VERSION OF THE CAMUNDA ALPHA TECHNOLOGY WILL EVER BE MADE AVAILABLE OR MARKETED. FURTHERMORE, CAMUNDA DOES NOT GUARANTEE ANY AVAILABILITY OF THE CAMUNDA ALPHA TECHNOLOGY.

3. Term and Termination

- a. **Term.** These Terms shall commence on the Effective Date. They shall continue until the earliest to occur of (1) when the Camunda Alpha Technology is generally released as a full product or feature of the Software, (2) termination of Customer's existing Agreement, (3) Customer disabling access to the Alpha Technology; if Customer regains access at a later date, these Terms or a new version of these Terms shall be reinstated, or (4) either Party's notice to the other of termination of these Terms.
- b. **Termination.** Either Party may terminate these Terms upon written notice at any time and for any reason.
- c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of these Terms, Customer's right to access and use the Camunda Alpha Technology shall immediately terminate, and Customer shall immediately cease all use of the Camunda Alpha Technology.

4. Limitation of Liability

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 CAMUNDA ALPHA TECHNOLOGY, HOWEVER, CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT SHALL CAMUNDA'S LIABILITY, UNDER THESE TERMS, WHETHER BASED ON 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. NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE CAMUNDA'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY CAMUNDA'S NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS (AS APPLICABLE); OR (B) FRAUD OR FRAUDULENT MISREPRESENTATION.

5. General

- i. **Order of Preference.** If there is a conflict between these Terms and the Agreement, these Terms will take precedence.
- ii. **Relationship Between the Parties.** Nothing in these Terms shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.
- iii. **Entire Agreement.** These Terms (including any Exhibits hereto) constitute the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of these Terms. These Terms may not be modified or amended except in writing, signed by a duly authorized representative of each Party.
- iv. **Deviation for Customers that have executed an Agreement under German law.** *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 from the death or personal injury of any person nor to liability arising from the German Product Liability Act. Camunda shall be liable for those losses according to the applicable statutory provisions.*