

THESE CONSULTING SERVICES TERMS (THE “**TERMS**”) ARE ENTERED INTO BY AND BETWEEN THE CAMUNDA ENTITY SET FORTH IN SECTION 14 (“**CAMUNDA**”) AND YOU (“**CUSTOMER**”, “**YOU**”, “**YOUR**”). CAMUNDA AND THE CUSTOMER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A “**PARTY**” AND, TOGETHER, AS THE “**PARTIES**”.

THESE TERMS SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS, TERMS AND CONDITIONS, COMMUNICATIONS OR, PROPOSALS, 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.

1. Definitions

Affiliate means any entity which is directly or indirectly controlling, controlled by, or which is under a common control with a Party hereof, where “control” means holding of more than fifty percent (50%) of the issued stock or voting rights of an entity.

Agreement means the master subscription agreement or similar licensing or subscription agreement that may be entered into between Camunda and the Customer for the purchase of a Subscription.

Consulting Services means, collectively, Recurring Consulting Services and Non-Recurring Consulting Services

Expert on Demand or EOD has the meaning given to it under Subsection 2.2.1 hereto.

Named Support Contacts means those Customer-designated employees who have the right to contact Camunda via the applicable reporting method and who act as the primary interface between Customer and Camunda’s technical support team. The number of eligible Named Support Contacts included in a Subscription is specified in the applicable Order Form. Additional Named Support Contacts may be purchased separately at any time by the Customer via upgrades to the Subscription. Customer shall indicate to Camunda those individuals who will serve as Customer’s Named Support Contacts, and Customer shall provide to Camunda the name and email address of all Named Support Contacts. Camunda shall have no obligation to address inquiries from anyone other than Customer’s Named Support Contacts. By providing written notice and appropriate contact information, Customer may change each Named Support Contact once per year for no additional fee. Despite the foregoing limitation, Customer may, upon a material change for the Named Support Contact (for example, leaving Customer or being reassigned to an unaffiliated division) transfer Named Support Contacts by using Camunda’s ticketing system.

Non-Recurring Consulting Services means, collectively, Expert on Demand, Project Success Acceleration and Migration Acceleration.

Migration Acceleration or MA has the meaning given to it under Subsection 2.2.3 hereto.

Order Form means the ordering document pursuant to which Customer purchases a Subscription under an Agreement.

Project Success Acceleration or PSA has the meaning given to it under Subsection 2.2.2 hereto.

Recurring Consulting Services means, collectively, Remote Consulting Services and Technical Account Management.

Remote Consulting Services has the meaning given to it under Subsection 2.1.1 hereto.

Software means any of Camunda’s software products, provided or made accessible to Customer by Camunda under an Agreement, including all new minor and major releases thereof.

Subscription means Customer’s right, for the Subscription Term, to receive certain services (including the Consulting Services) and a right to use or access the Software, always subject to strict compliance with the terms of the Agreement, including any Order Form.

Subscription Term means the time for which a Subscription is valid, including any renewals.

Technical Account Management or TAM has the meaning given to it under Subsection 2.1.2 hereto.

2. Types of Consulting Services

Consulting Services provided by Camunda to the Customer consist of Recurring Consulting Services and Non-Recurring Consulting Services. Subject to Customer's compliance with these Terms (and, in particular, the timely payment of all applicable fees), Customer shall receive Consulting Services provided by Camunda in accordance with the terms set forth herein.

2.1 Recurring Consulting Services

Recurring Consulting Services are Consulting Services provided by Camunda to the Customer on an ongoing basis over the Subscription Term and which are, therefore, renewing together with a Subscription during any renewal term. Recurring Consulting Services include the following subcategories of Services: (i) Remote Consulting Services and (ii) Technical Account Management.

2.1.1 Remote Consulting Services

Remote Consulting Services are Consulting Services provided to Customer hereunder which do not fall within the scope of Support and Maintenance Services. In particular, these include ongoing assistance to the Customer in connection with their help requests that contain queries which go beyond the functionality of the Software and involve issues regarding use of the Software in the software development process and during operation. Typical examples of Remote Consulting Services are:

1. assessment and commenting of Customer's models (BPMN, DMN), Customer-specific code, SQL statement, etc.;
2. answering questions or giving recommendations for action regarding the practical application of the Software; or
3. outlining examples of successful best practices from other Customer projects.

The Customer is entitled to receive Remote Consulting Services during the applicable Subscription Term for a specified annual quota of hours of Remote Consulting Services as set out in the applicable Order Form, which shall be provided by Camunda with due diligence and care upon Customer's request. If the annual quota of Remote Consulting Services hours is used up during the Subscription Term, Camunda will notify the Named Support Contact. At the end of each Subscription Term, the unused hours of Remote Consulting Services expire without any refund.

In the context of providing Remote Consulting Services to the Customer, Camunda shall put a consultant at the Customer's disposal on the start date of a Subscription. Camunda shall appoint a new, qualified representative for the Customer if Camunda decides it necessary for operational reasons or if the consultant becomes unavailable. A Named Support Contact of the Customer may contact the consultant using the ticketing system. Direct interactions with the consultant are possible by telephone or web conference (e.g., Webex, Skype GoToMeeting, Zoom, etc.) and must be agreed individually with the consultant. The consultant or a suitable alternative consultant shall be generally available during business hours. The response times agreed in the Order Form for any support and maintenance services expressly do not apply.

Any additional hours of Remote Consulting Services that the Customer may want to purchase on top of the annual quota of Remote Consulting Services included in a Subscription will be deemed a non-recurring service offering provided by Camunda as Expert on Demand in accordance with Subsection 2.2.1 below.

2.1.2 Technical Account Management (TAM)

Technical Account Management (TAM) is a Consulting Service the purpose of which is to pro-actively plan and enable or, as applicable, maximize the technical success of the Customer.

Camunda shall make available to the Customer a technical expert (called Technical Account Manager), whose mission and responsibility is to achieve the aforementioned objective. The Technical Account Manager shall cooperate closely with other Camunda stakeholding teams (such as Customer Success Management) and shall be positioned as the Customer's primary technical contact person for technical success. Typical examples of TAM are:

- i. technical kick-off session;
- ii. technical enablement planning;
- iii. quarterly or on-demand technical check-in calls;
- iv. yearly or on-demand health check workshops;
- v. constant availability of TAM for technical advice, guidance and recommendations;
- vi. planning / scoping of technical expert knowledge sessions with Camunda consultants;
- vii. active tracking of support requests.

The Customer may order TAM with the same Order Form as the Subscription or via a Subscription Upgrade.

In case the Customer desires to purchase TAM, it shall submit a request in this regard to Camunda. Camunda shall assess together with the Customer the suitability of TAM against the Customer's specific needs and current Subscription(s).

2.2 Non-Recurring Recurring Consulting Services

Non-Recurring Consulting Services are Consulting Services that may be purchased by the Customer on a one-off basis. These Services are not renewing together with a Subscription during any renewal term. Notwithstanding such fact, the Customer may order Non-Recurring Consulting Services with the same Order Form as a Subscription, via a Subscription Upgrade or via a separate quote.

Camunda currently offers the following Services as Non-Recurring Consulting Services:

2.2.1 *Expert on Demand (EOD)*

If the Customer, depending on their specific needs, is interested in purchasing additional hours of Remote Consulting Services on top of the annual quota of Remote Consulting Services included in a Subscription, they may do so via Expert on Demand (EOD). The fees for the additional hours of Remote Consulting Services purchased by the Customer through EOD will be invoiced by Camunda on an hourly-rate basis.

2.2.2 *Project Success Acceleration (PSA)*

Project Success Acceleration (PSA) is a Non-Recurring Consulting Service the objective of which is the technical onboarding of a Customer's new projects employing Camunda's Software, with a focus on fast execution, maximization of project outcomes and minimization of technical risks. Through PSA, Camunda may also provide guidance in connection with a series of other issues directly or indirectly related to the Customer's technical onboarding as described in the preceding sentence.

In order to achieve such objectives, Camunda shall assign a team of consultants in order to make sure that the targeted project stays on track by providing regular technical guidance with dedicated workshop sessions.

PSA does not include implementation services. Instead of implementing a project for the Customer, the purpose of PSA is empowering the respective Customer to implement the respective project themselves.

In case the Customer desires to purchase PSA, it shall submit a request in this regard to Camunda. Camunda shall assess together with the Customer the suitability of PSA against the Customer's specific needs and current Subscription(s).

2.2.3 *Migration Acceleration (MA)*

Migration Acceleration (MA) is a set of Consulting Services designed to speed up the transition of Camunda customers from older major releases of the Software to Camunda Enterprise. Through the provision of MA, Camunda offers tailored support to the Customer via a dedicated Camunda consultant and navigates the Customer through the phases of migration, ensuring a swift and efficient transfer while maximizing the benefits of Camunda Enterprise's capabilities.

3. Provision of Consulting Services

3.1 By signing an Order Form or quote that references these Terms or by sending a Purchase Order or similar ordering document that references such Order Form or quote, the Customer orders the Consulting Services as specified in such Order Form.

3.2 The Order Form sets forth the (i) the type/ name of the Consulting Service and, where applicable, the Consulting Service module ordered, (ii) the location where the Consulting Service will be delivered (on-site or remote), (iii) the number of hours/days of Consulting Services (where applicable), (iv) the scope of the Consulting Services, (v) the total fee for the Consulting Services; (vi) the maximum number of participants (where applicable), and (vii) the period of performance (where applicable).

3.3 If the Order Form specifies a period of performance, the Consulting Services must be called up during that period unless otherwise provided by the Parties; unused Consulting Services that were not called up within the period of performance expire without replacement or refund.

3.4 If Customer purchases Consulting Services as part of, or together with a Subscription, or if Camunda, in its sole discretion, determines that certain Consulting Services can only be purchased by the Customer as part of, or together with a Subscription, the terms of the master subscription agreement or any similar agreement concluded between the Parties for the sale and purchase of a Subscription ("**MSA**") will take precedence over these Terms and the MSA shall apply conclusively to such Consulting Services.

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

3.6 For the avoidance of doubt, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar ordering documents in connection with its purchase of Consulting Services, it shall do so only for its own internal, administrative purposes (such as for referencing and validating an Order Form) and not with the intent to provide any additional contractual terms or general terms and conditions overriding these Terms. To the extent any such additional contractual terms or general terms and conditions included or referred in any purchase orders or similar ordering documents are inconsistent or contrary with these Terms, these Terms shall prevail, and any such additional terms are hereby rejected, even if Camunda does not object. Furthermore, Camunda's performance of the Consulting Services shall not amount to or be implicit of an acceptance of any additional terms included or referred to in the purchase order or similar ordering document.

4. Delivery and Performance of the Consulting Services

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

4.2 All Consulting Services are performed by knowledgeable and experienced professionals selected by Camunda. If the professional provided by Camunda cannot meet the scheduled appointment or workshop, Camunda is obliged to propose a replacement consultant or to reschedule the appointment or workshop. If the Customer reasonably objects to the replacement consultant or no agreement on an alternative date can be reached, it is up to the Customer to withdraw from the respective appointment or workshop. In this case, Camunda has no claim to compensation. For the avoidance of any doubt, in cases where the Customer has purchased a specified number of hours of Consulting Services which involve several appointments or workshops, the Customer's withdrawal right shall not affect the remaining appointments or workshops.

4.3 In order to provide the Consulting Services, 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 avoidance of any doubt, 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.

5. Warranties

THE PARTIES ACKNOWLEDGE THAT THESE TERMS ARE TERMS AND CONDITIONS FOR SERVICES ONLY AND NOT FOR THE SUPPLY OF GOODS. THE CONSULTING SERVICES ARE DELIVERED "AS IS", WITHOUT ANY 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 REGARDING ERROR-FREE OR UNINTERRUPTED USE WITH RESPECT TO THE CONSULTING SERVICES, ANY RELATED 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 TERMS, AND CAMUNDA WOULD NOT BE ABLE TO PROVIDE THE CONSULTING SERVICES WITHOUT SUCH LIMITATIONS.

6. Fee

6.1 Customer will pay the fees for the Consulting Services in advance or as set forth in the Order Form or quote. Customer's obligation to pay for the Consulting Services arises after receipt of an invoice, even if the date of invoicing is prior to the date of performance of the Consulting Services. The Customer agrees to pay Camunda such fees within thirty (30) days of the date of Camunda's invoice, unless otherwise agreed in the Order Form or quote. 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 Terms are non-cancelable and non-refundable, unless otherwise provided herein. All amounts payable to Camunda under these Terms 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).

6.2 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 Terms. 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.

7. Intellectual Property Ownership of Materials

All materials (e.g. handouts, exercises, case studies, etc.) provided by Camunda in the context of providing the Consulting Services to the Customer (the "**Materials**") are copyrighted by Camunda, and Camunda retains all intellectual property rights in the Materials. Camunda retains all right, title, and interest in and to any work product created by Camunda in the course of providing the Consulting Services under these Terms. 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 Terms are not a sale and do not convey to Customer any rights of ownership in any intellectual property rights.

8. 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 7 calendar days before the agreed date. In all other cases, Camunda can charge the following compensation:

- Cancellation: 80% of the agreed rate;

- Postponement: 30% of the agreed rate.

9. Liability

DESPITE ANYTHING ELSE IN THESE Terms OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THESE Terms 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 10, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, 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.

10. 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 Party in the context of the provision or receipt of the Consulting Services are the confidential property of the disclosing party (“**Confidential Information**”). Each Party agrees not to use any Confidential Information of the disclosing Party for any purpose except to exercise its rights and perform its obligations under these Terms. Each Party agrees not to disclose any Confidential Information of the disclosing Party to third parties or to such Party’s 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.

11. Term and Termination

These Terms will commence from the date Camunda starts the provision of the Consulting Services to the Customer and shall terminate when the Consulting Services have been provided unless terminated as provided herein.

Either Party may terminate these Terms upon 10 days’ prior written notice if the other Party materially breaches these Terms (including if Customer fails to pay the fees for the Consulting Services 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.

12. 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; (v) Singapore or (vi) 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).

13. Miscellaneous

13.1 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.

13.2 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 Terms. Neither Party shall have any liability to the other in respect of the termination of these Terms as a result of an Event of Force Majeure.

14. Contracting Party, Governing Law, and Venue

The location of the Customer's registered office ("**Customer Location**") will determine the Camunda entity entering into these Terms, the law that will apply in any dispute or lawsuit arising out of or in connection with these Terms, and the courts that have jurisdiction over any such dispute or lawsuit (the "**Venue**"), as set out in the table 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:

Customer Location	The Camunda entity entering into these Terms	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, USA
Germany, Austria, Switzerland	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	German law, excluding both CISG and conflict of laws provisions	London, England
The United Kingdom and Commonwealth (excluding Canada and Singapore)	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	London, England
APAC	Camunda Pte Ltd 16 Raffles Quay, #33-03 Hong Leong Building, Singapore 048581	Laws of England and Wales, excluding both CISG and conflict of laws provisions	Singapore
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	London, England

15. Regional Terms

15.1 Germany, Austria, Switzerland

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

15.1.1 Section 9 (Liability) of these Terms 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 Terms which were decisive for the conclusion of these Terms 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.

15.1.2 The following sentence is added at the end of Section 3 (Warranties) of these Terms:

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

16. Survival

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