Welcome to the Camunda Marketplace for Solution Acceleration Resources ("Marketplace"), owned and operated by Camunda Services GmbH ("Camunda," "we," "us," or "our"). By accessing or using the Marketplace as a user, Camunda partner, or independent third-party developer ("You"), agree to comply with and be bound by the following Terms of Use ("Terms") and confirm that You have the authority to agree to these Terms on behalf of Your organization. Please read these Terms carefully before accessing or using the Marketplace. If You do not understand or agree to be bound by these Terms or do not have the authority to agree on Your organization 's behalf, do not access or use this Marketplace.

#### 1. Access to Solution Acceleration Resources

The Marketplace offers access to source codes of various resources that will help to accelerate the use of the Camunda software, such as, but not limited to, connectors, user forms, or process templates ("Solution Acceleration Resources"). The Solution Acceleration Resources are developed by Camunda, its partners, or independent third-party developers. The Marketplace serves as a portal to GitHub, where users can download the Connector software. You understand and acknowledge that the downloading of Solution Acceleration Resources occurs directly from GitHub, and the Marketplace does not host or provide direct downloads. Camunda has the right to (temporarily) remove a Solution Acceleration Resource from its Marketplace if Camunda believes that the Solution Acceleration Resource imposes a security risk for its users.

#### 2. License

The Solution Acceleration Resources available on the Marketplace are provided under open-source and proprietary licenses. If you are using Solution Acceleration Resources as a user, you can find more information on the respective open-source or proprietary license of the Camunda Solution Acceleration Resources here. Please check the license file in GitHub for partner or independent third-party developers' Solution Acceleration Resources. You are responsible for reviewing and complying with the terms of the applicable licenses before using or modifying the Solution Acceleration Resource. If you are a partner or independent third-party developer, you must add the license and specific legal terms in the LICENSE.md file that adheres to the Camunda's Marketplace Guidelines.

### 3. Usage Fee

You will not be charged additional usage fees for accessing Solution Acceleration Resources on GitHub via the Marketplace. Partners and independent third-party developers, however, have sole discretion to build a commercial model for customization or additional support for their connectors.

### 4. User's Responsibilities

By accessing or using the Marketplace, You agree to:

- a) Comply with all applicable laws and regulations.
- b) Use the Solution Acceleration Resources in accordance with the respective licenses.
- c) Respect the intellectual property rights of Camunda, its partners, or independent third-party developers.
- d) Not engage in any activity that may disrupt, interfere with, or compromise the integrity of the Marketplace or its services.
- e) Not attempt to reverse engineer, decompile, or otherwise derive the source code of any Solution Acceleration Resource licensed under a proprietary license.

# Partner's or Independent Third-PartyDevelopers' Responsibilities

Camunda's partners or independent third-party developers may submit and offer access to their Solution Acceleration Resources on GitHub via the Marketplace. You retain ownership of Your Solution Acceleration Resource. You are responsible for (i) providing accurate and up-to-date information and adequate technical documentation (including a compatibility matrix) about Your Solution Acceleration Resource, including license terms and usage instructions; (ii) the development, maintenance, and support service, if applicable, of Your Solution Acceleration Resources, (iii) any warranties for the Solution Acceleration Resources, and (iv) the investigation, defense, settlement, and discharge of any liabilities or claims by You or any third party in any way related to Your Solution Acceleration Resources.

### 6. Privacy Statement

Our Camunda.com website privacy statement ("Privacy Statement") is a part of these Terms and is incorporated herein by this reference. By accepting these Terms, You agree to our collection, use, and disclosure of Your information as described in the Privacy Statement. Each party may store, access, and process the other party's business contact information to perform any obligations under these Terms and share the other party's business contact information as necessary with its contractors, partners, or agents.

Click here to view the Privacy Statement.

## 7. Export

The Solution Acceleration Resource 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. You warrant that You (i) are not a Prohibited Entity, or (ii) have not taken and will not take any action, directly or indirectly, that would result in a violation of sanctions or otherwise cause Camunda to violate sanctions. "Prohibited Entity" means (i) a person (an entity or an individual) on any list of targets designated according to any sanctions, (ii) a person, country, or territory that is 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).

#### 8. Modification of Terms

Camunda may update or modify these Terms from time to time. Continued use of the Marketplace after such changes constitutes acceptance of the modified Terms.

# Certification Program for Camunda's partners or independent third-party developers

As outlined in Camunda's Marketplace Guidelines, Camunda may grant Camunda's partners or independent third-party developers Solution Acceleration Resources a certification tag upon request. This certification comes with the following additional obligations:

- (i) To the best of your abilities, You have to answer all support queries escalated from Camunda within seven business days and resolve such technical support issues within ten business days. Camunda has the right to (temporarily) remove a Solution Acceleration Resource from its Marketplace in case You do not comply with the SLAs mentioned above.
- (ii) The partner or independent third-party developer must meet the minimum security requirements defined in the Marketplace Security document
- (iii) The Partner or independent third-party developer must address vulnerabilities found in its connector following the timeframe defined in the Marketplace Security document

#### 10. Disclaimer of Warranties

The Marketplace is provided on an "as is" and "as available" basis. Camunda makes no representations or warranties regarding the accuracy, completeness, or reliability of the Marketplace or its content.

# 11. Limitation of Liability

To the extent permitted by law, Camunda shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or access or inability to use or access the Marketplace.

# 12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Delaware.