

This Candidate Agreement (together, the “**Agreement**”) shall govern Your participation as a Candidate in the Program. This Agreement is made between You and the Camunda entity set forth in Section 25 (Governing Law and Venue) (“**Camunda**”, “**We**”, “**Us**”, “**Our**”).

Camunda reserves the right to modify or update the terms of this Agreement from time to time with or without prior notice to You. Changes shall become effective immediately upon being posted at <https://legal.camunda.com/>. Your continued use of the Exam Platform following any changes to this Agreement constitutes Your acknowledgement and acceptance of such changes to this Agreement.

You must accept the terms of this Agreement to schedule Your Exam.

We have attributed specific definitions to some of the words we use, as referenced below in Section 1 (Definitions) or in the body of the Agreement.

1. Definitions

“**Candidate**”, “**You**” or “**Your**” means an individual who participates in the Program and takes an Exam to acquire a Certification or Recertification.

“**Certification**” means a certification that the Candidate may receive from Camunda indicating that the Candidate has the required skills and knowledge in relation to the Product. Unless explicitly stated otherwise in this Agreement, all references herein to “Certification” shall include any subsequent Recertification obtained by the Candidate.

“**Certification Exam**” means the online exam that the Candidate must take via the Exam Platform for the assessment of its skills and knowledge in relation to the Product, and which the Candidate must pass to receive a Certification.

“**Credential**” means the digital certificate issued by Camunda to the Candidate that has received a Certification, containing, *inter alia*, the indication “Certified” or a substantially similar indication, together with any logo that has been designed and developed specifically for the Program, which the Candidate may become qualified to use after receiving a Certification.

“**Exam**” means either a Certification Exam or a Recertification Exam.

“**Exam Blueprint**” means a description of the topics concerning the Product that are assessed on the Exam, including the content to be covered, as well as other matters that concern the testing of Your knowledge of a particular Product in the context of an Exam, drawn-up by Camunda in preparation of an Exam taking place.

“**Exam Item**” means a particular question, diagram, graphic, design, computation or exercise and its associated answer or acceptable response on an Exam.

“**Exam Platform**” means the end-to-end, online exam development and delivery platform built and maintained by pValue, Inc. doing business as Certiverse, a Delaware corporation with its principal place of business in Chicago, Illinois, which Camunda uses to deliver Exams to Candidates.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

“**Product**” means any of Camunda’s software products, including any components of such software products.

“**Product Release**” means a specific minor or major release of a Product.

“**Program**” means the Camunda Certification Program, in accordance to which Camunda makes available Certifications to Candidates.

“**Recertification**” means a renewed Certification that the Candidate may receive from Camunda following expiration of a previously obtained Certification in accordance with Section 13.

“**Recertification Exam**” means an Exam that a Candidate must pass to receive a Recertification.

“**Trainings**” means a collection of training courses within the Program which the Candidate can access to prepare for an Exam.

2. Participation in the Program

To participate in the Program, You must comply at all times with the requirements that apply to You as a Candidate pursuant to this Agreement (“**Certification Requirements**”).

3. Obtaining a Certification

To obtain a Certification, You must take the applicable Exam by registering on the Exam Platform and receive a passing score.

4. Registering on the Exam Platform

4.1 In order to register for an Exam on the Exam Platform, You must accept the terms of this Agreement and pay any applicable Exam fees (as specified on the Exam Platform).

4.2 When registering for an Exam via the Exam Platform, You are required to use Your business email address and not Your personal email address.

5. Exam Development

Exams are developed against the Enterprise version of each Product. As they are likely to change quickly, alpha, beta or early access versions will not be included in an Exam or be part of any related Exam Item.

6. Exam Proctoring

Camunda may use third-party proctors to make sure that You are not cheating while You are taking an Exam. You may be required to accept additional proctoring terms and conditions and requirements before You are able to take an Exam. The proctoring by a third-party proctor may include collecting video and audio recordings of You to identify actions which suggest You are cheating. Recordings of You and Your screen taken during the Exam may be shared with Camunda in case Your behaviour suggests that You may be cheating and Camunda will then review the recordings. Although it is not Camunda’s intention to process sensitive personal data when We review recordings of You provided by a third party vendor, we may process sensitive personal data if items or objects captured reveal Your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation. If possible, please remove such items or objects prior to commencing an Exam in order to help Camunda comply with its privacy obligations.

7. Exam Conduct

7.1 You hereby agree that You will not participate in any behaviour that could compromise the confidentiality or results of any Certification Exam. You are solely responsible for complying with all applicable Certification Requirements. Camunda may engage third party exam proctors which, if engaged, will be authorized to, and may take immediate and appropriate measures against You if You breach any such Certification Requirements, including cheating while You are taking a Certification Exam.

7.2 Without prejudice to any other remedies that Camunda may have under this Agreement and the applicable laws, Camunda may, in its sole discretion, prohibit You from taking any Certification Exam, invalidate Your exam results (in each case, without obligation to refund any Certification Exam-related fees), revoke Your Certifications and withdraw Your related Credentials if Camunda reasonably believes that You violated the Certification Requirements (including this Agreement) or engaged in any misconduct, including without limitation the following:

- i. providing access to, seeking or obtaining unauthorized access to, disclosing, distributing, recording, downloading, copying or making available in any form or by any means, any Exam or any Exam Items or other Exam-related tasks or content;
- ii. misrepresenting Your identity or engaging other individuals to take a Certification Exam on Your behalf;
- iii. misrepresenting Your country of residence;
- iv. modifying or altering any Certification Exam (including related Exam Items) or Exam score;
- v. submitting any answers and work or any other input whatsoever in response to an Exam Item and that are not entirely Your own;
- vi. using any unauthorized devices or items while taking a Certification Exam, including, without limitation, mobile phones, tablets, laptops, electronic devices, recording devices, notes or other unauthorized content;
- vii. using Artificial Intelligence-related tools in any way to assist You during a Certification Exam;
- viii. providing or receiving improper assistance during a Certification Exam;
- ix. engaging in any other action or attempt to influence the Exam and related testing process through cheating or misconduct that could compromise the confidentiality, integrity, security or results of an Exam.

7.3 You hereby agree that if Camunda takes any of the punitive actions against You as specified under Subsection 7.2, Camunda shall have the right to notify Your employer or associated company about such fact and respond to any inquiry by Your employer or associated company about changes in Your Certification status.

8. Exam Score Challenge

If You believe Your Exam score is inaccurate, You have fourteen (14) days after taking the applicable Exam to challenge the score that You obtained. The Exam score can be challenged in writing within this time period at certification@camunda.com. Challenges will be reviewed by Camunda and appropriate action will be taken if necessary. Camunda's decision is final.

9. Exam Retake Policy

9.1 If You don't pass an Exam the first time, You have the right to retake it as many times as You like. Each attempt at retaking an Exam will require full payment of the Exam fee.

9.2 You may request a waiver of the Exam fee for retaking an Exam if You experienced internet connectivity issues or technical difficulties accessing the Exam Platform. Exam fee waivers will be granted in the form of a free voucher that You can use before retaking the applicable Exam. To request an Exam fee waiver, please contact certification@camunda.com.

10. Rescheduling and Cancellation

Please make sure to reschedule or cancel an Exam at least 72 (seventy-two) hours prior to Your scheduled Exam time. If You reschedule or cancel an Exam without observing the aforementioned notice period, the Exam fees or, as applicable, the vouchers or coupons that You received to use against the Exam fee will be forfeited.

11. Updates to Exam Blueprint and Exam Items

Camunda reserves the right to update the Exam Blueprint after each Product Release.

12. Right of Refusal

Camunda reserves the right to refuse Your access to the Exam Platform and Your right to take an Exam if Camunda reasonably believes that You are employed by any exam preparation organization, or if You are located in certain regions or countries which may be subject to export control or other restrictions under applicable laws or mandatory Camunda policies.

13. Certification Validity. Recertification

13.1 Each Certification is valid until the Expiration Date (as defined below).

13.2 Certifications will expire on the earlier of two (2) years from the successful completion of an Exam or the date when Camunda discontinues support for the relevant Product Release in connection to which You obtained the relevant Certification (the “**Expiration Date**”).

13.3 Upon the Expiration Date, You need to obtain a Recertification by taking a Recertification Exam and receiving a passing score. Recertification Exams shall test Your knowledge in connection with the then-current Product Release.

13.4 For the avoidance of any doubt, Certifications achieved by Candidates against earlier Product Releases will not be invalidated by the mere launch of new Exams testing the Candidates’ knowledge of Camunda’s latest Product Release, and such Certifications shall remain valid until the Expiration Date.

14. Certification Portability

If You obtain a Certification, such Certification shall be associated with You as a Candidate who has successfully passed the relevant Certification Exam. Consequently, Certifications will follow You in case You move to a new organization. You are responsible to provide Camunda with a prior notice at certification@camunda.com if You wish to transfer an existing Certification.

15. Credentials

15.1 Candidates that have successfully passed an Exam and obtained a Certification will be provided by Camunda with a Credential that they can use to advertise their achievement during the validity of a Certification.

15.2 Credentials may be verified by third parties via Credly.

16. Right to use Credentials

16.1 If You obtain a Certification, Camunda grants You a personal, non-exclusive, non-transferable, revocable license to use the applicable Credential solely in connection with publicizing that You meet the criteria for the applicable Certification.

16.2 You agree not to use any Credentials except as authorized herein, and that You may not use the Credentials in any way that (i) may be construed to establish a relationship or affiliation between Camunda and any third parties other than You; (ii) may damage Camunda's reputation; or (iii) misrepresents Your relationship with Camunda.

16.3 You agree that You shall only use Camunda-supplied Credential artwork and that Your reproduction and use of the Credential shall be in compliance with any guidelines and policies that Camunda may provide to You and make You aware of when issuing the Credential to You. Camunda may change the design, graphic and general artwork of any of the Credentials at any time and You agree to comply with any such changes or requests by Camunda.

16.4 Camunda retains all rights, title and interests in any Credentials. Nothing herein shall be construed to grant any other rights to You, and You acknowledge and agree that Camunda is the exclusive owner of all right, title and interest in the Credentials, that You shall take no action inconsistent with Camunda's ownership of the Credentials, and that Camunda shall have the right to grant licenses to other Candidates to use the Credentials.

17. License to Use Feedback

You may provide suggestions, comments or other feedback to Us about the Program, Exams or Credentials (the "**Feedback**"). You hereby grant to Camunda a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up, fully sublicensable right and license to develop, market, promote, make, have made, use, sell, rent, incorporate into its products and services, disclose, publish, keep secret, create derivative works of, license copies of, or otherwise profit from or exploit, any Feedback that You, in Your discretion, may share with Camunda in any manner, including verbally or in writing. 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.

18. Intellectual Property Ownership

Camunda retains all rights, title, and interest in and to the Program and related Exams, Exam Items and other Exam-related materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Camunda to You are expressly reserved to Camunda.

19. Confidential Information

You agree that the Exams and all information provided to You or obtained by You related to the Exams, including, but not limited to, the Exam Items, structure and organization of the Exams are Camunda's confidential information ("**Confidential Information**"). Camunda makes Exams available to You solely to test Your skills and knowledge in relation to the Product for which You seek to obtain a Certification. You may not use, disclose, reproduce, copy, distribute, transmit or make derivative works of the Confidential Information in any form, without the prior written approval of Camunda.

20. Data Protection

20.1 Camunda Services GmbH is a Controller within the meaning of GDPR and of other data protection laws or provisions applicable in the Member States of the European Union. Camunda processes Your Personal Data as described in Camunda's privacy policy (available at <https://legal.camunda.com/privacy-and-data-protection>) and in this Agreement. This may include the transfer of Personal Data to the United States and/or other countries, in particular as Camunda, for the purposes of delivering the Exams, uses the Exam Platform, which is hosted by a third party provider (pValue, Inc. doing business as Certiverse, a Delaware corporation with its principal place of business in Chicago, Illinois). Camunda will, taking into account the nature of the Personal Data and the risks involved in the processing of any such personal data, maintain reasonable and appropriate security measures, including technical and organizational safeguards designed to ensure the security and confidentiality of Personal Data.

20.2 Camunda may process the following Personal Data for the purposes of delivering the Exams via the Exam Platform:

- Candidate data: full name, job title, company name, email address, telephone number, company/organization, country;
- Exams-related data: any Personal Data processed as part of Your participation in the Program such as enrollments in, completions and scores of Exams.

20.3 Camunda may share such Personal Data with Your employer to inform the employer about Your completion of certain Exams and Your Certification status.

20.4 For the purpose of this Section, "Controller", "Personal Data" and "processing" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

21. Indemnification

You agree to indemnify and hold Camunda harmless against any losses, liability, damages or costs arising out of any claims, actions or proceedings which may be brought or made against Camunda arising from or related to (i) any breach by You of this Agreement including, but not limited to, Your use of the Credentials in any way that is inconsistent with this Agreement; (ii) the violation by You of any third party intellectual property rights, confidentiality or privacy rights; or (iii) any misrepresentations made by You. You agree to cooperate as requested by Camunda in the defense of any claim. Camunda reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not under any circumstances settle any claim without the prior written consent of Camunda.

22. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY (EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW), IN NO

EVENT WILL CAMUNDA BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT AND THE PROGRAM, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY), BREACH OF STATUTORY DUTY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF CAMUNDA TO YOU FOR ANY CLAIM(S), WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE PROGRAM WILL BE LIMITED, IN THE AGGREGATE, TO EUR 100 (ONE HUNDRED EUROS).

23. Term and Termination

23.1 The term of the Agreement shall start upon Your acceptance of the terms set forth herein and shall continue until terminated as provided herein.

23.2 Either Party may terminate this Agreement by giving the other Party a thirty (30) days written notice of termination.

23.3 Unless specified otherwise in the Agreement, Camunda may terminate this Agreement at any time if You fail to comply, in all material respects, with the Certification Requirements. Upon termination of the Agreement, any rights and licenses granted to You under the Agreement and the Program, including Your rights to use any Credentials, shall cease immediately. As a result, You shall immediately discontinue all use of any Credentials.

23.4 Any and all provisions of this Agreement that, by their content, are intended to apply beyond the performance or termination of this Agreement will survive any termination hereunder (whether or not so expressly stated).

24. Changes to Program and Exams. Certification Revocation and Retirement

24.1 Our Products evolve and therefore may change entirely or partially following a Product Release, or may be replaced, retired or related support may be discontinued. To ensure that all Certifications remain relevant, We reserve the right to terminate or change the Program at any time and, as a consequence, (i) change, update or terminate Exams, and (ii) revoke or retire Certifications at any time.

24.2 When a Certification is retired, it will no longer be available for new Candidates to earn.

25. Governing Law and Venue

The Candidate's domicile will determine (a) the Camunda entity entering into this Agreement, (b) the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement and (c) 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.

| Candidate Domicile | Camunda entity entering into this Agreement | Governing law | Venue |
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| 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 | Berlin, Germany |
| 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 |