

THESE GENERAL TERMS FOR CAMUNDA ENTERPRISE (THE "AGREEMENT") GOVERN THE RELATIONSHIP BETWEEN YOU ("CUSTOMER", "YOU", "YOUR" AS DEFINED IN THE APPLICABLE ORDER FORM) AND THE CAMUNDA ENTITY SET FORTH IN SECTION 14 ("CAMUNDA", "WE", "US", "OUR") RELATED TO CUSTOMER'S CAMUNDA ENTERPRISE SUBSCRIPTION. CAMUNDA AND THE CUSTOMER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A "**PARTY**" AND, TOGETHER, AS THE "**PARTIES**".

1. Definitions

8x5 means that Support and Maintenance Services are available during Business Hours.

24x7 means that Support and Maintenance Services are available 24 hours a day, 7 days a week.

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.

Automation Components means the components Zeebe, Operate, Tasklist, Identity and any other Automation Component as defined in the Documentation.

Business Hour means one hour in the period between Monday to Friday 9am – 5pm (adjusting for daylight savings hours) in the Selected Time Zone.

Camunda Academy means the online learning platform of Camunda which enables the Customer to have access to, book and complete the Trainings.

Camunda Enterprise means, as the context requires, either Camunda SaaS Enterprise or Camunda Self-Managed Enterprise.

Camunda SaaS Enterprise means the Camunda plan hosted by Camunda as software as a service.

Camunda Self-Managed Enterprise means the self-managed edition of Camunda Enterprise as described in the Documentation.

Components means collectively, the Automation Components and the Process Experience Components.

Core Components means the Automation Component Zeebe as the workflow engine providing Business Process Model and Notation execution capabilities as described in the Documentation.

Consulting Services means, collectively, Recurring Consulting Services and Non-Recurring Consulting Services, as defined and described in Exhibit B hereto.

Contractor means any Third Party that is performing IT services on Party's behalf.

Critical Errors means Errors that cause a total failure of the Core Components of the Software or make it impossible to use the Core Components of the Software in production. This includes (if applicable) continued Downtime of the Core Components relating to a Camunda SaaS Subscription.

Decision Instance (DI) means the technical execution of a DMN decision model (e.g., a decision table) in the Camunda decision engine. Executions of single models as part of a composed decision model (e.g., in a DRD) will be counted separately. The DI may be part of the Usage Metrics.

Documentation means guidelines, instructions and recommended actions for all Components of the Software available at <https://docs.camunda.io> or, in the case of a purchase of an older Major Version of the Software, under <https://docs.camunda.org/manual/latest/>.

Dual Use means simultaneous use of the Camunda Self-Managed Enterprise and Camunda SaaS Enterprise Software under the same Permitted Usage as set forth in an Order Form.

Error means a problem which results from the Software materially failing to perform as set forth in the Documentation which can be classified in either a Critical Error or a Major Error.

Expert on Demand or EOD has the meaning given to it under Subsection 2.1 of Exhibit B hereto.

Fees means, collectively, the recurring annual Fee that Customer owes to Camunda for the purchase of a Subscription (including recurring fees for Recurring Consulting Services or Subscription Upgrades), as well as one-time fees for any Non-Recurring Consulting Services.

License Scope means the area of use for the Subscription as set forth in the applicable Order Form. Typically, this is aligned with the scope of the project for which the Software is used. The License Scope is part of the Permitted Usage.

Major Errors means Errors that restrict the use of the Software and for which troubleshooting is urgently needed. This includes (if applicable) continued Downtime of all Components (excluding Core Components) relating to a Camunda SaaS Enterprise Subscription.

Major Release means the publication of a new Version of the Software increasing the Version number by 1, as such new Version(s) are provided by Camunda at its discretion to its customers generally. For example, Version 2.0 would be a Major Release compared to Version 1.0. Any such Major Release is provided by Camunda upon the same terms and conditions as set forth in this Agreement. A Major Release generally contains features and bug fixes. A Major Release may contain incompatible API changes.

Migration Acceleration or MA has the meaning given to it under Subsection 2.3 of Exhibit B hereto.

Minimum Term means the minimum initial period of a Subscription as shown in the Order Form and having a length of no less than one (1) year, such period to start on the Start Date specified in the Order Form.

Minor Release means the publication of a new Version of the Software increasing the Version number by 0.1, as such new Version(s) are provided by Camunda at its discretion to its customers generally. For example, Version 1.1 would be a Minor Release compared to Version 1.0. Any such Minor Release is provided by Camunda upon the same terms and conditions as set forth in this Agreement. A Minor Release generally contains new and/or adjusted functionalities and/or bug fixes. Minor Releases may add backward compatible functionalities.

Named Support Contact: 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 technical support. 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 Support and Maintenance Services 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.

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

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

Patch Release means the publication of a new Version of the Software increasing the Version number by 0.0.1, as such new Version(s) are provided by Camunda at its discretion to its customers generally. For example, Version 1.1.1 would be a Patch Release compared to Version 1.1. Any such Patch Release is provided by Camunda upon the same terms and conditions as set forth in this Agreement. In Patch Releases, the latest bug fixes are ported back. Patch Releases do not contain any new features.

Permitted Usage means the usage parameters (including both Usage Metrics and License Scope) with respect to the Software and Services as more particularly specified in the applicable Order Form.

Personal Data means any information that relates to an identified or identifiable natural person. Only if California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq (CCPA) is applicable, Personal Data includes personal information as defined in the CCPA.

Process Instance (PI) means the technical execution of a BPMN process definition in the Camunda Workflow Engine, independent of current status (pending or completed). Additional process instances that are invoked via call activities are not counted separately. The PI may be part of the Usage Metrics.

Process Experience Components means the Components Modeler (Web), Connectors, Optimize, Console and any other Process Experience Component as defined in the Documentation.

Project Success Acceleration or PSA has the meaning given to it under Subsection 2.2 of Exhibit B hereto.

Public Software means software (including but not limited to any libraries, utilities or other software programs or components or portions thereof) licensed under any license that provides for free software, source-available software, open-source software, or a similar licensing model. Public Software licenses include, but are not limited to the Apache 2.0 license, the MIT license, the Zeebe Community License (<<https://github.com/camunda-cloud/zeebe/blob/main/licenses/ZEEBE-COMMUNITY-LICENSE-1.1.txt>>), or the bpmn.io license (<<https://bpmn.io/license/>>). Public Software provided to Customer under this Agreement may include Third-Party Public Software.

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

Remote Consulting Services has the meaning given to it under Subsection 1.1 of Exhibit B hereto.

Renewal Term means, unless otherwise agreed to in an applicable Order Form, each successive one (1) year term of the Subscription after the Minimum Term.

Representatives means agents (including, without limitations, vicarious agents), contractors and representatives of a Party.

Response Time means the time from the notification of Error or Support Request by Customer via the agreed reporting method (as defined in Exhibit A) to the initiation of actions by Camunda.

Selected Time Zone means the time zone specified in an Order Form, which may be a time zone between UTC-08:00 and UTC+12:00 as offered by Camunda.

Services means, collectively, Support and Maintenance Services, Consulting Services and Trainings.

SLA stands for the agreed Service Level Agreement module outlining the relevant performance targets as set out in Exhibit A and laid down in the applicable Order Form.

Software means the Components that are part of Camunda Enterprise, provided or made accessible to Customer by Camunda under this Agreement, including all new Versions thereof.

Solution Package means the product of Customer which includes the Software delivered or made accessible hereunder, which Customer integrates using the interfaces (API) existing in the Software and explicitly described in the Documentation which applies for the respective Version of the Software.

Start Date means the date when a Subscription starts and that is defined in the Order Form.

Subscription means Customer's right, for the Subscription Term, to receive Services and a right to use or access the Software, always subject to strict compliance with the terms of this Agreement, including any Order Form.

Subscription Classification means the type of Subscription purchased by Customer. This can be either a Camunda Self-Managed Enterprise or a Camunda SaaS Enterprise Subscription or a Dual-Use Subscription, in each case as specified in this Agreement and/or the corresponding Exhibit and as defined in the Order Form.

Support Request means any question or request from Customer in the ticketing system that are designated as less critical, for example because Customer's operations in the Software are minimally impacted, a workaround exists that minimises impact to Customer's operations, or Customer wishes to register a request for a new or enhanced feature. A request is processed as Support Request provided that it concerns the functionality of the Software.

Subscription Term means the time for which a Subscription is valid which starts with the Minimum Term followed by any subsequent Renewal Term(s).

Support and Maintenance Services means the services described in Exhibit A to this Agreement.

Task User (TU) means a distinct string that has been assigned to a user task in the Camunda history. Each string will be counted once. For purposes of clarity, if the same user has been assigned to more than one task during the Subscription Term, this will be only counted once. The TU may be part of the Usage Metrics.

Technical Account Management or TAM has the meaning given to it under Subsection 1.2 of Exhibit B hereto.

Third Party means any legal or natural person who is not a Party to this Agreement and who is not an Affiliate of any of the Parties.

Third-Party Public Software is a subcategory of Public Software and means any Public Software which is copyrighted by a Third Party.

Trainings means, collectively, the On-Demand Trainings and Instructor-Led Trainings (as defined in Exhibit C hereto) provided by Camunda via Camunda Academy.

Usage Metric means the metrics that determines the fee of a Subscription, based on the amount of usage. The Usage Metric is organized in tiers and covers Process Instances, Decision Instances and Task Users. The Usage Metric is part of the Permitted Usage.

Version means a Patch Release, Minor Release or Major Release of the Software.

2. Subject Matter

This Agreement sets forth the rights and obligations of the Parties with respect to the Subscription of the Software and Services through the conclusion of Order Forms or, if applicable, for the purchase of Trainings and Non-Recurring Consulting Services.

By signing an Order Form, Customer purchases a Subscription for the Software and Services as specified in such Order Form.

3. Subscription

3.1. Information

The Order Form sets forth (i) the Subscription Classification, (ii) the Usage Metrics, (iii) the License Scope, (iv) any applicable Subscription Upgrades, (v) the Hosting Packages (if applicable), (vi) the Fees, (vii) the Start Date, (viii) the Selected Time Zone, (ix) the Minimum Term or Renewal Term, and, if applicable, (x) the SLA module chosen by the Customer (i.e. Standard SLA or Advanced SLA), (xi) the annual quota of Remote Consulting Services hours and the number of Named Support Contacts included in the Subscription, (xii) Technical Account Management, (xiii) any Trainings purchased by the Customer, and (xiv) any Non-Recurring Consulting Services purchased by the Customer.

3.2. Subscription Upgrades

Customer may at any time request that Camunda provides an Order Form (hereinafter referred to as “**Upgrade Order Form**”) according to which Customer agrees to purchase Subscription upgrades such as increased Usage Metrics, additional Hosting Packages (as part of a Camunda SaaS Enterprise or a Dual-Use Subscription), additional Advanced SLA module, additional Named Support Contacts, any additional Recurring Consulting Services, and others (“**Subscription Upgrades**”). Upon execution of such Upgrade Order Form, Camunda will provide the Customer with an invoice (i) in case of increased Usage Metric, for the new Fees less the Fees already paid for the current Subscription Term. In the case of other Subscription Upgrades, including additional Hosting Packages for Dual-Use Subscription Classification, prorated for the remaining time of the Subscription Term. In the case of an Upgrade from a Camunda SaaS Enterprise Subscription to a Camunda Enterprise Dual-Use Subscription, no further invoice will be sent, but the existing Order Form will be replaced by a new Order Form with the Subscription Classification “Dual-Use.”

3.3. Dual-Use Subscription

The Customer may purchase a Camunda Self-Managed Enterprise, a Camunda SaaS Enterprise Subscription, or a Dual-Use Subscription. For the purpose of this Agreement, a “**Dual Use Subscription**” is a Subscription allowing for simultaneous use of Camunda Self-Managed Enterprise and Camunda SaaS Enterprise if the usage is within the same Permitted Usage. Which type of Subscription the Customer purchases will be defined on the Order Form as part of the Subscription Classification. If, in the case of a

Dual-Use Subscription, the Customer exceeds the combined number of DI, PI, or TU for which the Customer has purchased such Subscription ("**Excess Instances or Users**"), the Customer needs to request a Subscription Upgrade that covers the Excess Instances or Users.

3.4. Purchase Order

For the avoidance of doubt, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of a Subscription, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. By entering into this Agreement, whether prior to or following receipt of Customer's purchase order or any similar document, the Parties are hereby expressly showing their intention not to be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Camunda's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement.

3.5 Documentation

The Documentation will be provided electronically to the Customer unless otherwise agreed by the Parties. For all past and future Versions of the Software, the Documentation shall be made available to Customer in English under <https://docs.camunda.io>.

3.6 Intellectual Property Ownership

Each Party respectively retains all right, title and interest in and to all registered and non-registered intellectual property rights, including but not limited to patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets in and to that Party's respective products and services, and Camunda retains all right, title and interest in and to any work product created by Camunda in the course of providing the Software or Services under this Agreement. This Agreement does not convey to the Customer any rights of ownership in or related to the Software or rights of ownership in any intellectual property rights related to this Agreement.

4. Services

4.1. Provision of Support and Maintenance Services

During the applicable Subscription Term Camunda will provide Customer with Support and Maintenance Services for the Software according to Exhibit A. Support and Maintenance Services will be delivered to Customer remotely, electronically, through the internet, and when applicable, depending on the purchased SLA module, via telephone. For the avoidance of doubt, Support and Maintenance Services are not delivered in person at Customer's facilities.

4.2 Third-Party Contractors

At Customer's written request to Camunda's support desk (which may be via e-mail if its receipt is confirmed and acknowledged), Camunda will provide the Support and Maintenance Services to Customer's Contractors, solely in connection with such Contractors' provision of services to Customer, and provided that: (i) Customer shall remain responsible to Camunda for the compliance of such Contractors with the terms and conditions of this Agreement, and (ii) such Contractors are contractually bound to obligations that reasonably protect Camunda's intellectual property and Confidential Information.

4.3 Provision of Consulting Services

During the applicable Subscription Term, Camunda provides certain Consulting Services to Customer. These include Recurring Consulting Services and Non-Recurring Consulting Services. These Consulting Services are subject to the terms and conditions set forth in Exhibit B hereto.

4.4. Provision of Trainings

During a Subscription Term, the Customer may book and have access to Trainings via Camunda Academy as described in Exhibit C. Trainings are not renewing together with the Subscription.

4.5. Restrictions on Services

Support and Maintenance Services and Recurring Consulting Services are provided to Customer only according to the Permitted Usage (which includes use by Customer's Affiliates or Contractors performing services on behalf of Customer). When providing Services, Camunda does not require access to Customer's information system resources and networks and will only access these if explicitly requested, approved and monitored by the Customer. Access to the Customer's information system resources and networks shall not include in cases of SaaS, accessing a Camunda-hosted cluster.

4.6 Exclusion of other Services

Except to the extent expressly set forth in this Agreement or an Order Form, Camunda shall have no obligation whatsoever to provide Customer with any other services including, but not limited to customization, programming, integration, development of software programs, recovery of data, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, and analysis or corrections of Errors (each as defined in Exhibit A) outside the Permitted Usage or the agreed upon SLA module or for any Components, which the Customer did not receive or which was made accessible to the Customer as part of the Software under the applicable Order Form.

5. Fee

5.1 Payments

Customer will pay all Fees annually in advance or as set forth in the Order Form. Customer's obligation to pay for the Subscription arises on the Start Date. Customer agrees to pay Camunda the Fees as set forth in the Order Form within thirty (30) days of Customer's receipt of Camunda's invoice (the "**Payment Due Date**"). Any amounts which are overdue will bear a late payment fee of the lower of one-point five percent (1.5%) per month or the maximum rate allowed by law, accruing from and including the Payment Due Date to and excluding the date of actual payment. Any late payment fee accruing under this Section will be immediately due and payable by Customer. All payments accrued or made under this Agreement are non-cancellable and non-refundable, except as otherwise expressly set forth in this Agreement. All amounts payable to Camunda under this Agreement shall be paid by Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5.2. Taxes

All stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added tax, sales taxes and withholding taxes that are levied or based upon such charges, or upon this Agreement. 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 tax authorities. Despite the foregoing, Customer will not be liable for taxes imposed on Camunda based on Camunda's income.

5.3 Prices

Camunda reserves the right to change its Fees for an ongoing Subscription; however, any changes Camunda makes will not apply to the Customer with respect to any contractually agreed Minimum Term.

5.4 Payment through a Paying Agent

The Parties agree that Customer may pay the Fees through a Third Party ("**Paying Agent**") provided that Customer takes full responsibility for all acts or omissions of its Paying Agent. Where Customer pays the Fees through a Paying Agent, the Customer will conclude an Order Form with Camunda whereby the Order Form shows the Paying Agent as the "Bill to" party. Camunda will not be responsible for the obligations between any Paying Agent and Customer or for any Third-Party products or services furnished to Customer by the Paying Agent.

6. Confidential Information

6.1 Definition

“Confidential Information” means any information materials owned or possessed by the disclosing Party or its Affiliates, advisors, customers and Representatives (written or oral, tangible or intangible, in any magnetic or electronic stored form) disclosed to the receiving Party (**“Recipient”**) under this Agreement, including, but not limited to any scientific or technical information, technology, designs, software programs, source code, object code, flow charts, and databases; any marketing strategies, plans, financial information or any other information that should reasonably be considered as Confidential Information by the Parties and all copies and summaries thereof. Such information may be related to the Discloser’s past, present, or future business activities.

6.2 Disclosure and Use Exception

Any information which the Recipient can show by adequate evidence (i) is or becomes available to the general public through no fault of the Recipient; (ii) was known to the Recipient before disclosure without obligation of confidentiality; (iii) is disclosed to the Recipient without restriction on disclosure by a third party having a lawful right to disclose such information; or (iv) is independently developed by the Recipient, without use of Discloser’s Confidential Information, or (v) is feedback voluntarily given to the Receiving Party about Receiving Party’s products or services, shall not be considered Confidential Information of the time such exception applies.

Confidential Information may be disclosed to Recipient by the Discloser or Discloser’s Affiliates, advisors, and Representatives at any time, even prior to entering into this Agreement.

With respect to the Discloser’s Confidential Information, Recipient shall use at least the same procedures to prevent the unauthorized disclosure, use, or reproduction used to protect its Confidential Information, and in any event not less than reasonable care.

Recipient shall not disclose, directly or indirectly, any Confidential Information to any person, except its own and its Affiliates employees, management, Representatives, having a need to know, provided such Representatives (i) are bound by written confidentiality obligations at least as stringent as those found herein or by professional secrecy obligations, and (ii) are informed of, and restrict their use solely to the purpose of this Agreement..

Recipient will not reverse-engineer, decompile, or disassemble any Confidential Information received from Discloser.

No disclosures of Confidential Information or any provision of this Agreement shall constitute the grant of any express or implied license or right of the Recipient to use the Confidential Information, other than for the purpose of this Agreement. All Confidential Information remains the property of the Discloser and no copyrights, trademark rights, rights into patents, trade secrets or any other intellectual property are granted.

6.3 Compelled Disclosure

The Recipient or any of its Affiliates or the Representatives shall be permitted to disclose Confidential Information if and to the extent they are required to do so by applicable law. If the Recipient or any of its Affiliates or the Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Recipient shall: (i) promptly, and prior to such disclosure, notify the Discloser in writing of such requirement so that the Discloser can seek a protective order or other remedy or waive its rights under this Section; and (ii) provide reasonable assistance to the Discloser, at the Discloser’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The Recipient shall furthermore indicate in the course of disclosure that, if this is the case, Trade Secrets are concerned and shall ensure that protections under applicable law are applied.

6.4. Return of Confidential Information

Upon expiration or termination of this Agreement for any reason, the Recipient will return or destroy all copies of all Confidential Information of the Discloser in its possession or under its control upon request of the Discloser, provided that the Recipient shall not be required to return or destroy any Confidential Information if and to the extent that (i) it is required to retain such Confidential Information by law, regulation or court order, or (ii) such Confidential Information is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system in accordance with internal record-keeping policies. Any Confidential Information which is not returned or destroyed remains subject to the confidentiality obligations of this Agreement.

7. Data Protection

Both Parties will comply with the data protection laws applicable to their roles under this Agreement, including but not limited to the California (CCPA and CPRA) data protection laws and GDPR. Both Unless otherwise agreed to in writing, and except for limited information required when setting up user or administrator accounts (e.g. name, email address), neither Party shall or is required to provide any other personal data of their employees or customers that will be processed on behalf of the other Party which is or may be subject to regulation under national or international privacy rules and regulations.

If Customer nevertheless transmits or shares or intends to transmit or share any other personal data of its employees or end customers, that require a data processing agreement (“DPA”) under the applicable law, it shall notify Camunda in advance so that the Parties can incorporate a DPA as an Exhibit to this Agreement based on <https://legal.camunda.com/privacy-and-data-protection#data-processing-agreement> or sign a separate DPA. In any event, 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.

8. Infringement

8.1. Obligation

Subject to each of the other provisions hereof, Camunda (at its expense) shall defend or, at its option, settle, any Infringement Claim brought against Customer by a Third Party and indemnify Customer against damages and costs payable by Customer in any such infringement Claim either (i) awarded against Customer by a court of competent jurisdiction in an enforceable decision or (ii) settled with the consent of Camunda. For purposes of this indemnification section, Infringement Claim shall mean any claim, action or proceeding asserting that, during the applicable Subscription Term, any software program included in the Software to the extent licensed under this Agreement or copyrighted to Camunda infringes (a) a copyright or trade secret or (b) patent of any Third Party in a country that is a party to the Patent Cooperation Treaty.

8.2. Exclusions

Camunda shall have no obligation under the previous Section for: (i) any modification of the Software that is not performed by or on behalf of Camunda; (ii) the combination or use of the Software with any other products, services or equipment not provided by Camunda or part of the Software, where there would be no Infringement Claim but for such combination; (iii) Software not provided directly to Customer by Camunda; (iv) use of the applicable Software other than in accordance with the terms and conditions of this Agreement; or (v) the failure of Customer to use, within thirty (30) days of Customer's receipt of notice from Camunda regarding the availability of a new Version and that such new Version addresses an infringement issue, an update of the Software that would have avoided the Infringement Claim without a substantial loss of functionality.

8.3. Conditions

Camunda's obligations pursuant to this Section are conditional upon Customer (i) notifying Camunda in writing of the claim promptly after its receipt of the claim, (ii) not making statements or acknowledgements against Camunda's interest even if the Customer discontinues use of the software, (iii) allowing Camunda to assume sole control of the defense and any settlement negotiations related to the claim and (iv) cooperating with Camunda, at Camunda's expense, in the defense and any related settlement negotiations related to the claim.

8.4. Remedies

In the event that any software program included in the Software is held, or in Camunda's sole opinion may be held, to constitute an infringement, Camunda, at its option and expense, will either (i) modify or replace such program, or infringing part thereof, within a commercially reasonable timeframe to make it non-infringing provided there is no substantial loss of functionality, (ii) procure for Customer the right to continue using such program, or infringing part thereof, or (iii) accept return of the Software which includes such program and terminate this Agreement and refund to the Customer a portion of the prepaid Fees paid in relation to the applicable Subscription Term, pro rata for the cancelled portion of the Subscription Term.

9. Warranty

9.1. Performance

Each Party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) it will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the execution and delivery of this Agreement and any respective Order Form and the performance of such Party's obligations thereunder have been duly authorized and the Agreement and any respective Order Form is validly and legally binding on such Party and enforceable in accordance with its terms.

9.2. Services Warranty

Camunda warrants that (i) it will perform all applicable Services in a professional, workmanlike manner, consistent with generally accepted industry practice and (ii) that for a period of sixty (60) days after the Start Date of the Subscription, the Software will function substantially in accordance with the applicable Documentation. In the event of a breach of the foregoing warranty, Camunda's sole obligation, and Customer's exclusive remedy, shall be for Camunda at its sole discretion to re-perform the applicable Services or correct any Error in the Software, as applicable. If Camunda is unable to correct the Error within thirty (30) days of receipt of notice of the applicable non-conformity, Camunda grants Customer the right to terminate the Subscription, whereby Camunda refunds to Customer any prepaid and now unused Fees paid by Customer to Camunda for the applicable Subscription Term on a pro rata basis as of the effective date of the termination.

9.3. Limitation of Warranties

Camunda's warranty provided in 9.2 (ii) will not apply if: (i) Customer fails to update to new Versions of the Software made available to Customer which would address any breach of this warranty; (ii) the Software is altered, except by or on behalf of Camunda; (iii) the Software is not used or operated in accordance with this Agreement and/or the Documentation, including without limitation, system specifications.

THE SERVICES REPRESENT AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. EXCEPT AS SET FORTH IN SECTIONS 9.1, 9.2 AND 9.3, THE SOFTWARE AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CAMUNDA MAKES NO ADDITIONAL WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SERVICES, THE SOFTWARE OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAMUNDA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, THE SOFTWARE AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMUNDA, ITS DISTRIBUTORS, AGENTS, CONTRACTORS OR EMPLOYEES INCREASES THE SCOPE OF THIS WARRANTY.

10. Liability

10.1. Excluded Damages

EXCEPT FOR ANY LIABILITY UNDER "CONFIDENTIALITY", UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORIES OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT. CAMUNDA WILL BE LIABLE FOR LOSS OF DATA ONLY TO THE EXTENT SUCH LOSS IS DIRECT AND WOULD HAVE OCCURRED EVEN IF CUSTOMER HAD MADE A BACKUP OF ALL THE RELEVANT DATA.

10.2. Damages Cap

EXCEPT FOR ANY LIABILITY ARISING FROM (i) A VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT OR (ii) CAMUNDA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY ORDER FORM FOR AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE, THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE DATE OF CLAIM. IN THE CASE OF CAMUNDA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL CAMUNDA BE LIABLE TO CUSTOMER UNDER ANY ORDER FORM FOR AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE, TWO TIMES (2X) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE DATE OF CLAIM. THE FOREGOING LIMITATIONS WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES) ABOVE.

10.3. Applicability

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND SHALL BE APPLICABLE TO ALL AFFILIATES AND REPRESENTATIVES OF THE PARTIES. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF THAT PARTY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER WARRANTIES, CONDITIONS, OBLIGATIONS OR DUTIES WHICH ARE REQUIRED BY MANDATORY LAW EXCEPT TO THE EXTENT PERMISSIBLE UNDER SUCH MANDATORY LAW.

11. Termination

Any notice of termination must be in writing and must be given by a person authorised to terminate the Agreement and/or Subscription.

11.1. Term of the Agreement

The Term of this Agreement and the applicable Order Form defined on the Order Form and commences with the Start Date specified in the Order Form. Thereafter, the Agreement and the Subscription shall automatically renew for successive one (1) year Renewal Terms unless terminated by either Party by providing written notice of non-renewal at least three (3) months prior to the end of the then-current Minimum Term or Renewal Term.

11.2. Termination

Either Party may terminate this Agreement and all associated Subscriptions and Order Forms at any time (i) if the other Party materially breaches this Agreement and such breach has not been cured within thirty (30) days after the non-breaching Party has sent written notice thereof; or (ii) subject to any applicable law, if the other Party is dissolved or liquidated or takes any corporate action for such purpose, becomes insolvent or is generally unable to pay its debts as they become due, becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Notwithstanding the above, Camunda may terminate this Agreement, all Subscriptions, and all associated Order Forms for non-payment by Customer of any Fees unless Customer pays such Fees in full within ten (10) days after receipt of Camunda's written notice of non-payment. The expiration or termination of this Agreement has no effect on the Subscriptions existing at the time of termination, which remain in force until the end of the then-current Subscription Term, provided that if the termination is as a result of a material breach by Customer, where, depending on the nature of the breach, it would be unreasonable to expect Camunda to continue to perform under such Subscriptions, Camunda may terminate any Subscriptions existing at the time of termination by written notice to Customer. The terms and conditions of this Agreement continue to apply to any and all Subscriptions that are in force on the termination date of this Agreement until such time as the respective Subscription terminates.

12. Export, Human Rights, and Anti-Corruption

12.1 Export

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. Both Parties represent and warrant 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 the other Party or its Affiliates to violate Sanctions.

For purposes of this section, “**Sanctions**” means to the extent applicable to the Parties, 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 Parties.

“**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, or (iii) a person owned or controlled by any person covered by (i), or (ii).

12.2. Compliance

Each party shall comply with internationally proclaimed human rights such as the Universal Declaration of Human Rights and shall not contribute to or be complicit in human rights abuses of any kind. Both parties shall seek to implement internationally recognized standards, including but not limited to the eight Conventions of the International Labour Organization (ILO), which regulate international labor standards. In particular, each party shall seek to provide for protection against discrimination, unequal treatment, harassment and ensure the provision of a safe workplace and minimum wage.

Each Party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, the German Act to Combat Corruption of 2015 and similarly applicable anti-corruption and anti-bribery laws.

13. Miscellaneous

13.1. Assignment

Camunda may assign this Agreement or any Order Form in the event of a merger, acquisition, change of control or sale of all or substantially all of its business or assets. Other than in these limited instances, neither Party shall assign, transfer or sublicense any obligation or benefit under this Agreement or any Order Form whether by operation of law or otherwise, without the other Party’s written consent, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Camunda may assign or transfer this Agreement or any Order Form or parts of the rights and obligations of this Agreement or any Order Form solely to Camunda’s Affiliates, without the requirement of Customer’s consent.

13.2. Sub-contracting

Except as provided for in this section, Camunda shall not subcontract all or part of its obligations under this Agreement or any Order Form to a Third Party without prior approval by Customer. Despite the foregoing or any other provision of this Agreement to the contrary, Customer agrees that Services under this Agreement may be provided in whole or in part the signing Camunda entity, its Affiliate and their Representatives without the requirement of prior approval by Customer. In all cases Camunda shall remain responsible for the performance of such obligations, and for compliance with the terms and conditions of this Agreement and (if applicable) the Order Form, by any such Camunda Affiliate and its Representatives.

13.3. Notices

All notices under this Agreement shall be delivered by email; if to Camunda at customer-success@camunda.com; if to Customer at the email address provided to Camunda on the applicable Order Form, any Customer portal page provided by Camunda to Customer or as communicated in writing by Customer to Camunda. Any notices which also require physical delivery per legal or regulatory requirement shall be personally delivered or sent by prepaid certified or registered mail to the address of the Party as listed in this Agreement or such other address as such Party last provided to the other by written notice. Any notices shall be deemed to have been given or made and to have been received on (i) when emailed or personally delivered, the day of delivery if delivered, before 5:00 p.m. in the jurisdiction of the recipient’s registered address, on a business day, otherwise on the next following business day, and (ii) when sent by

prepaid certified or registered mail, on the third business day following postage. A notice will not be deemed to have been sent via email if the sender receives an automated system notification that the email has failed to send or has failed to reach the recipient's inbox.

13.4. No Waiver

No failure or delay in exercising any right hereunder, whether on a permanent or temporary basis, will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise.

13.5. Severability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect. In lieu of the invalid provision, the Parties undertake to agree to a valid clause which reflects it as nearly as possible in business terms and best serves the purpose of this Agreement. The same shall apply in the event of any omission from this Agreement where a clause is required by applicable law.

13.6. Amendments

This Agreement may be modified, replaced or rescinded only by a written amendment that expressly amends by reference to the section or sections, which they want to change or replace and which is signed by a duly authorized Representative of each Party.

13.7. Customer Reference

13.7.1. The Customer grants to Camunda, during the term of this Agreement, a limited, personal, non-exclusive, non-transferable, free of charge right to utilize the Customer's reference for the scopes set forth below, in electronic/digital or printed format for internal or external marketing and sales purposes, including on Camunda's website, presentations, publications, brochures, offers or quotes (together, the "**Marketing Materials**"). As part of using the Customer reference, Camunda shall have the right of reproduction and distribution and the right to make the Customer reference available to the public. Despite the foregoing, neither Party may disclose the specific terms of this Agreement, except as required by applicable law.

13.7.2. Utilization of the Customer reference shall include the following:

- a. *Logo and Brand Name*: Camunda has permission to display Customer's logo and brand name on Camunda's Marketing Materials.
- b. *Company Description*: Camunda has permission to display Customer's company description (including Customer's industry branch and business scope) on Camunda's Marketing Materials.
- c. *Reference Call*: Camunda has permission to share contact information of the Customer with another prospect or customer (the "**Reference Call Recipient**") with the intent to facilitate knowledge sharing between the Customer and the Reference Call Recipient about Customer's experience with Camunda's products, services, personnel, as well as any other related information of relevance for the Reference Call Recipient.
- d. *Testimonials*: Customer agrees to provide a quote for inclusion on Camunda's Marketing Materials, or in a Camunda-generated press release describing Camunda's products, services or related events.
- e. *Press Release*: Camunda has permission to issue a press release about the Customer's use of Camunda Enterprise for their automation and process orchestration needs, including background information on why they choose Camunda and a high-level overview of how Camunda Enterprise is used.
- f. *Case Study*: Camunda has permission to publish a written or multi-media-produced case study that describes in detail the Customer's current business relationship with Camunda, including the Customer's industry branch and scope of business, technical use case, and demonstrable business results. Camunda may publish this case study and use it externally in Marketing Materials, as well as in marketing, sales, PR, and customer success conversations with both prospects and other Camunda customers to demonstrate the utility and value proposition of Camunda Enterprise.

13.7.3. Testimonials, press releases and case studies can only be used as a reference by Camunda only subject to prior approval by the Customer. The Customer has the right to review the relevant testimonial, press release or case study to approve the content (and, as applicable, the use of the Customer's quote) prior to publication.

13.8 Entire Agreement

This Agreement, together with any Order Forms executed by the Parties, each may be amended in accordance with the amendments section herein, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede, and their terms govern, all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, agreements, or other communications between the Parties, oral or written, regarding such subject matter. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) an applicable Order Form (but only for the transaction thereunder) as amended (if applicable) and (ii) this Agreement and (ii) this Agreement, including its Exhibits and amendments.

13.9. Force Majeure

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, civil unrest, terrorism, cyber-attacks, 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. The Party affected by a Force Majeure Event shall take all reasonable actions to minimize the consequences of any such event. 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 this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

13.10. Representation of Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and any respective Order Form and the performance of such Party's obligations thereunder have been duly authorised and that the Agreement and any respective Order Form is validly and legally binding on such Party and enforceable in accordance with its terms.

13.11. 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.

13.12. U.S. Government

The Software and the 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 227.2702-4, as applicable, the commercial computer software and commercial computer software documentation are 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. Contracting Party, Governing Law, Venue and Conflict Resolution

The Camunda entity entering into this Agreement, the law governing this Agreement and any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit,

depend on where Customer 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. Accordingly, any dispute, legal action or proceeding arising out of or relating to this Agreement must be brought in the applicable courts below, and each Party irrevocably waives all objections to any proceedings in such courts, whether on the grounds of venue or on the grounds that they have been brought in an inconvenient forum.

Customer Domicile	Camunda entity entering into this Agreement	Governing Law	Venue
The United States of America, Canada and Mexico	Camunda, Inc. 101 Montgomery Street, Suite 1900, San Francisco, CA 94104, USA	The 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 (except 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
APAC	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	Singapore
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

In the event of a conflict, claim or controversy arising out of or in connection with this Agreement or the use of the Software, ("Dispute"), the Parties shall engage in good faith negotiations with the other Party to seek an amicable settlement. If the Parties are unable to resolve the Dispute within the thirty (30) days after the first request to engage in good faith negotiations, then the Parties may agree to undertake to conduct mediation in accordance with the ICC Mediation Rules before resorting to a court of law in accordance with the Governing Law and Venue in this Agreement. Any court action shall only be admissible if a hearing date has taken place within the framework of the mediation or if more than 60 days have elapsed since the mediation request of one side.

15. Regional Terms

15.1. Regional Terms Germany, Austria and Switzerland

With respect to Customers domiciled in Germany, Austria or Switzerland:

The second sentence in Section 11.3 of this Agreement is replaced with the following: Notwithstanding the above, Camunda may terminate this Agreement and the Subscription for non-payment by Customer of any Fees, unless Customer pays such Fees in full within sixty (60) days after receipt of Camunda's written notice of non-payment.

The third sentence of Section 5.1 of this Agreement is replaced with the following: Any amounts which are more than thirty (30) days overdue will bear a default rate of interest of nine (9) percentage points above the basic rate of interest per year, accruing from and including the Payment Due Date to and excluding the date of actual payment.

The following sentence is added to Section 6.1 of this Agreement: The Recipient 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 Discloser through appropriate confidentiality measures. If a Confidential Information under this Agreement 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 Agreement.

The last sentence of Section 6.2 will be replaced with the following: Without prejudice to any rights, it may have under the German Trade Secret Act (Geschäftsgeheimnisgesetz), the Discloser shall have all property rights, rights of use and exploitation rights with respect to the Confidential Information, unless otherwise provided in this Agreement, and no copyrights, trademark rights, rights into patents, trade secrets or any other intellectual property are granted.

Section 10.1 - 10.3 of this Agreement will be replaced with the following: Camunda shall be liable without limitation for all losses caused by Camunda in cases of intent or gross negligence, the absence of a guaranteed quality and for mortal injury, bodily harm and damage to health, as well as in accordance with the provisions of the Product Liability Act. In cases involving a simple negligent breach of Primary Obligations, Camunda's liability shall be limited to replacement of the foreseeable damage typically occurring. Primary Obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the Parties may rely. 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 is excluded. A strict liability of Camunda for defects due to pre-existing deficiencies in the Software is excluded. If the Customer's losses result from a loss of data, Camunda shall only be liable for this to the extent that the damage would not have been avoided even if the Customer had made a backup of all the relevant data.

Sections 13.11 and 13.12 are deleted.

15.2. Regional Terms United Kingdom and Commonwealth and any Country other than the United States of America, Canada, Mexico, Germany, Austria or Switzerland

Sections 13.11 and 13.12 are replaced with : 17.13 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. 17.14 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.

Exhibit A "Support and Maintenance Services"

Terms not defined in this Exhibit shall have the same meaning set forth in the Agreement. Any use by the Customer of the Software outside of the Permitted Usage, shall, at Camunda's sole option, immediately discharge any obligation of Camunda to provide Support and Maintenance Services hereunder.

1. Scope

Camunda shall provide the following Support and Maintenance Services with due diligence and care during the applicable Subscription Term:

- i. support Customer Named Support Contacts with their questions concerning the use of the Software in the process of software development and in the operation of process applications (including, for example, by providing help with definable problems of software development or by explaining the functions and their use);
- ii. make available new Versions of the Software as outlined below; and
- iii. correct Errors and respond to Support Requests within the time periods as offered by Camunda as part of the applicable SLA module and specified on the applicable Order Form.

Support and Maintenance Services are part of, and renewing together with, a Subscription.

2. New Versions

Support and Maintenance Services are provided for each Version of the Software that is supported at a particular time and for a period of 18 months from the release date for any Minor Release of the Software. For further Support and Maintenance Services thereafter, Customer must update to a more recent Version of the Software if available. If a more recent Version is not available, Camunda will maintain Support and Maintenance Services on the then-current Version of the Software pursuant to this Agreement until a new Version is available. Whether a particular Version of the Software is supported at a particular time can be gathered from the Documentation. Camunda publishes new Versions of the Software from time to time via the download page at its sole discretion. As soon as Camunda provides a new Version, the Documentation shall also be adapted accordingly and Camunda will inform the Named Support Contacts.

3. Customer's responsibilities

Customer acknowledges that its cooperation is essential to the proper performance of Support and Maintenance Services by Camunda. To enable Camunda to provide Support and Maintenance Services, Customer agrees to the following:

- i. If an Error occurs, a Named Support Contact shall promptly inform Camunda via the agreed upon reporting method (as set forth in Section 5 of this Exhibit A).
- ii. The Error must be reproducible by Camunda without using a special, adapted or extended Version of the Software. If necessary, Customer agrees to assist Camunda in automatically reproducing the Error, including for example via a unit test. Should such an automatic reproduction be impossible, Error shall be described as precisely as possible.
- iii. If an Error is reported, Customer shall: (A) provide Camunda with the information requested to eliminate the problem and support Camunda in eliminating the Error; and (B) inform Camunda of any modifications to the Software it has made or any other issues that may impact the operation of the Software.
- iv. Customer shall cooperate with Camunda to provide Camunda with sufficient time and the opportunity to carry out the necessary work.
- v. Unless not commercially reasonable to do so, Customer shall implement suggestions from Camunda on elimination of Errors, including, but not limited to, installation of Minor Releases, Patch Releases or hotfixes pursuant to this Agreement.

- vi. Customer is solely responsible for the appropriate daily backup of its data in accordance with the importance of the respective data. This also applies in particular for all data Customer manages with the Software.
- vii. Any obligations of Camunda for Support and Maintenance Services do not extend to (i) Errors that are due to unauthorized modifications of the Software by Customer or a Third Party or (ii) Customer's failure to comply with this Section 3.

4. Excluded services

Support and Maintenance Services under this Agreement do not include any of the following:

- i. Support and Maintenance Services on Customer's premises,
- ii. Support and Maintenance Services for any Version of the Software modified by Customer,
- iii. installation on Customer's hardware for the purpose of achieving initial operational readiness of the Software,
- iv. development of software programs (e.g. add-on modules or components) that have other functions than those described in the applicable Documentation of the Software,
- v. programming services to integrate the Software with products of Customer or Third Parties,
- vi. support of adaptations and extensions of the Software programmed by Customer,
- vii. Support and Maintenance Services for the integration of the Software into the data processing environment of Customer,
- viii. introduction and training of Customer's employees in the use of the Software,
- ix. recommendation of action for the optimal use of the Software,
- x. Error correction and Remote Consulting Services or Expert on Demand in case of operational Errors that are based on non-compliance with the operating conditions for the Software contained in the applicable Version of the Documentation,
- xi. any Support and Maintenance Services for any components that Customer did not receive as part of the Delivery of the Software, or
- xii. any other services not specifically set forth herein, including, but not limited to, customization, programming, integration, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, analysis or corrections of Errors caused by Customer's non-compliance with this Agreement or Documentation or unauthorized modifications, and recovery of data, including data stored by the Software.

5. SLA

Subject to each of the other provisions of the Agreement, with the purchase of a Subscription, Camunda will respond to Errors according to the SLA module agreed upon with the Customer and identified in the applicable Order Form (Standard SLA or Advanced SLA) and as defined in the table below. The timeframes in the table regarding Response Times set forth the time period in which Camunda will initially provide a qualified response to Customer, but do not represent resolution time frames.

Standard SLA

Severity Level	Support Hours	Response Times	Reporting Method
1 (Critical Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline

2 (Major Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline
3 (Support Requests)	8x5	16 Business Hours	Ticketing System

Advanced SLA

Severity Level	Support Hours	Response Times	Reporting Method
1 (Critical Error)	24x7	2 Hours	24x7 Emergency Hotline
2 (Major Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline
3 (Support Requests)	8x5	16 Business Hours	Ticketing System

Exhibit B “Consulting Services”

Terms not defined in this Exhibit shall have the same meaning set forth in the Agreement. Any failure of Customer to pay all Fees as they come due or any use by the Customer of the Software outside of the Permitted Usage, shall, at Camunda’s sole option, immediately discharge any obligation of Camunda to provide Consulting Services hereunder.

Consulting Services provided by Camunda to the Customer consist of Recurring Consulting Services and Non-Recurring Consulting Services. Subject to Customer’s compliance with the terms of this Agreement (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 in this Exhibit.

Recurring Consulting Services

Recurring Consulting Services are Consulting Services provided by Camunda to the Customer on an ongoing basis over the Subscription Term and 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.

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

- i. assessment and commenting of Customer’s models (BPMN, DMN), Customer-specific code, SQL statement, etc.;
- ii. answering questions or giving recommendations for action regarding the practical application of the Software; or
- iii. 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 expire without any refund or replacement.

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 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 Section 2.1 below.

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).

Non-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:

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.

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).

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.

Exhibit C“Trainings”

1. Definitions

Capitalized terms used but not defined in this Exhibit shall have the meaning ascribed to them in the Agreement.

Materials means all information, data, products, algorithms, code, sample code in source code format, graphics, images, courses, software, visual or audiovisual combinations or any other content submitted, uploaded, imported, communicated or exchanged to facilitate the provision of Trainings through Camunda Academy, in any media or format, including related documentation, improvements, updates, patches and enhancements, as well as any output and result that Camunda may provide or make available on Camunda Academy for the purpose of enabling the Customer to receive the Trainings, and test and deepen their knowledge of the topics addressed by such Trainings.

Trainings means On-Demand Trainings and Instructor Led-Trainings (as defined below) provided by Camunda via Camunda Academy.

2. Provision of Trainings

2.1. During a Subscription Term, the Customer may register for, and have access to, certain Trainings provided by Camunda via Camunda Academy. The Camunda Academy online terms and conditions available under Camunda Academy will govern Customer's access to and use of Camunda Academy.

2.2. Trainings are optional for the Customer and are not renewing together with a Subscription. Customer may order Trainings with the

same Order Form as the Subscription, via a Subscription Upgrade or via a separate quote. By signing an Order Form or quote that references the Agreement, Customer may purchase Trainings as specified in such Order Form or quote.

3. Types of Trainings provided by Camunda. Delivery and Performance of Trainings.

3.1. Camunda offers two types of Trainings to Customers via Camunda Academy:

3.1.1. On-demand trainings (“**On-Demand Trainings**”) are a collection of Trainings and courses that are always available online by accessing Camunda Academy and that have been curated to provide an efficient way for customers to quickly acquire basic knowledge on Camunda’s products.

3.1.2. Instructor-led trainings (“**Instructor-Led Trainings**”) are Trainings and courses on Camunda’s products, bookable via Camunda Academy and facilitated by a dedicated instructor. Instructor-Led Trainings are delivered on-site or remotely via Camunda Academy. Instructor-Led Trainings have either a public classroom format (which provides the ability for customers to enrol on a public schedule of training courses) or a private classroom format (which provides the ability for customers to enrol on private courses, customized to the specific needs of the respective customers).

3.2. All Trainings include proprietary training modules developed and owned by Camunda, including, but not limited to, the Materials.

3.3. Trainings can be free of charge or paid.

3.4. Trainings do not include specified deliverables, acceptance of deliverables, a set schedule, access to Camunda technical support or the provision of other Camunda products or services.

4. Fee

Customer will pay the Fees for the paid Trainings in advance or as set forth in the Order Form or quote. Customer's obligation to pay for the Trainings arises after receipt of an invoice, even if the date of invoicing is prior to the date when the Trainings will be provided.

Exhibit D “Camunda SaaS Enterprise”

The following Exhibit applies to all Camunda SaaS Enterprise Subscriptions. In case of a conflict between this Exhibit and any other clause of the Agreement, the terms of this Exhibit will prevail.

1. Definitions

Definitions not otherwise defined in the Agreement or in the Documentation will have the meanings ascribed to them in this Section.

Alpha Version means a pre-release Version of Camunda SaaS Enterprise.

Availability Service Credit means the percentage of any Total Monthly Fees credited to Customer’s invoice in accordance with Section 9 (Availability Targets and Availability Service Credits) of this Exhibit.

Cluster means a deployment of Automation Components for Camunda SaaS Enterprise.

Development Cluster is a Cluster provided for development purposes and non-production usage with Reserved CPU, Reserved GB

RAM and Reserved GB Storage as defined in the Order Form.

Downtime means the total number of minutes during a calendar month for a given Component during which that Component is unavailable, excluding any Excluded Downtime. A minute is considered to be unavailable for a given Component if all continuous attempts by Camunda's monitoring system to write to that Component within that minute fail. Partial minutes of unavailability will not be counted as Downtime.

Excluded Downtime means any minutes of Downtime resulting in whole or in part from any of the following:

- a. suspension of Customer's use of Camunda SaaS Enterprise in accordance with this Agreement;
- b. Customer's use of Camunda SaaS Enterprise outside the Hosting Packages;
- c. Customer's breach of this Agreement or unauthorized actions through Customer's Account;
- d. factors outside of Camunda's reasonable control, including but not limited to any Event of Force Majeure (as defined in the Master Subscription Agreement), Customer's systemic internet issues, Customer's inadequate bandwidth, and any other act or omission of any third party services, hardware or software provider;
- e. Customer's failure to use Camunda-supported clients with acceptable configuration values as defined in the Documentation;
- f. failure by Customer to take any reasonable remedial action in relation to Camunda SaaS Enterprise as recommended by Camunda to prevent Downtime, or otherwise preventing Camunda from doing taking such remedial action;
- g. Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures;
- h. any:
 - i. scheduled Maintenance Work that takes place upon at least five (5) days' notice;
 - ii. ad hoc Maintenance Work carried out to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical Patches or
 - iii. updates to Clusters initiated by Customer; or
- i. Customer's failure to provide information required by Camunda to provision or run any Cluster.

Hosting Packages means the metrics that determine the Fees for a Subscription based on the amount of Reserved CPU Cores, Reserved GB RAM and Reserved GB Storage reserved by Customer.

Maintenance Work means the development and adaptation of Camunda SaaS Enterprise by Camunda in order to improve Camunda SaaS Enterprise and/or introduce new functions or eliminate Errors, which may lead to unavailability.

Malware means any computer code or other computer instructions, devices or techniques (including without limitation those known as Trojans or time bombs) that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner the operation of a network, computer program or computer system.

Monthly Uptime Percentage means, for any Component, the total number of minutes in a calendar month minus the number of minutes of Downtime in that month, divided by the total number of minutes in that month. Any Component within a Cluster which is provisioned and running for only a part of a calendar month is deemed to be 100% available during the portion of the month in which that Cluster was not provisioned and running.

Reserved CPU Cores means the number of CPU cores purchased by Customer, as set out in any Order Form.

Reserved GB RAM means the gigabytes of RAM purchased by Customer, as set out in any Order Form.

Reserved GB Storage means the gigabytes of storage purchased by Customer, as set out in any Order form.

Stable means, in relation to a Cluster, that the Cluster uses a Version of Camunda SaaS Enterprise which is not an Alpha Version.

Total Monthly Fee means the amount equal to the annual recurring fees for the respective Subscription divided by twelve.

2. Registration. Right to use Camunda SaaS Enterprise and Alpha Offerings

2.1. In order to use Camunda SaaS Enterprise and the Services, Customer must register for a Camunda SaaS Enterprise Account (the “**Account**”). By creating the Account, Customer acknowledges that it is responsible for maintaining the security of this Account (including, but not limited to, login credentials and security keys) and for all activities that occur under this Account. Customer agrees to promptly notify Camunda of any unauthorized use of the Account, or any other breaches of security of which Customer becomes aware. Camunda will have no liability for any acts or omissions on Customer’s or any Third Party’s part, including any damages of any kind incurred as a result of such acts or omissions. Subject to Section terms of the Master Subscription Agreement and its Exhibits, any notifications regarding Camunda SaaS Enterprise or the Services will be sent to the email address registered with this Account.

2.2. During the Subscription Term, and subject to Customer’s compliance with this Agreement, Camunda grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to use Camunda SaaS Enterprise within the License Scope, the Usage Metrics and the Hosting Packages.

2.3. From time to time, Camunda may invite Customer to try alpha products or services (“**Alpha Offerings**”) at no additional charge. Alpha Offerings will be clearly designated as alpha, beta limited release, developer preview, non-production, evaluation, or a similar description. Customer may accept or decline any such Alpha Offerings in its sole discretion and agrees that any Alpha 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 Alpha Offerings at any time in its sole discretion and may or may not make them generally available. Clusters containing Alpha Offerings cannot be updated to newer Versions: accordingly, Customer will need to delete such Clusters and replace them with a new Cluster to receive subsequent Versions Camunda SaaS Enterprise. 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 Alpha Offering, which is provided “as is”, exclusive of any warranty whatsoever.

3. Restrictions

3.1. Customer shall not: (i) execute or attempt to execute any Malware in Camunda SaaS Enterprise or use or attempt to use Camunda SaaS Enterprise to transmit Malware; (ii) use Camunda SaaS Enterprise to store or distribute any information, material or data that is harassing, threatening, infringing, libellous, unlawful, obscene, or which violates the rights of any third party; (iii) use Camunda SaaS Enterprise to compete against Camunda; (iv) use Camunda SaaS Enterprise for purposes of monitoring performance or functionality (for example via penetration testing) other than for the purposes of measuring Downtime, 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, make access to Camunda SaaS Enterprise through Customer’s Account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon Camunda SaaS Enterprise; (vii) interfere with or disrupt the integrity, security or performance of Camunda SaaS Enterprise or Third Party data contained therein; (viii) attempt to gain unauthorized access to Camunda SaaS Enterprise or any associated systems or networks; or (ix) modify, make derivative works of, disassemble, decompile or reverse engineer Camunda SaaS Enterprise or any component thereof; (x) perform or attempt to perform any actions that would prevent use of Camunda SaaS Enterprise by Camunda’s other licensees or customers.

3.2. If Camunda believes, in its sole discretion, that Customer has violated or attempted to violate this Agreement, or the use of Camunda SaaS Enterprise by Customer presents a material security risk, Camunda may suspend Customer’s use of Camunda SaaS Enterprise until the violation or security risk has been corrected. Camunda will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension.

3.3. Customer 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 Customer or (ii) relate to or arise from disputes involving Customer and relate to use of Camunda SaaS Enterprise to the extent such any losses, liabilities, damages are not caused by Camunda's breach of this Agreement.

4. Availability and Maintenance Work

4.1. Camunda will use commercially reasonable efforts to ensure a Monthly Uptime Percentage for the Camunda SaaS Enterprise as set out in Section 9 of this Exhibit. Any Errors affecting the Monthly Uptime Percentage must be reported to Camunda as soon as reasonably practicable via the agreed-upon reporting method.

4.2. Camunda will use reasonable efforts to provide advance notice of any Maintenance Work, and will carry out any non-emergency Maintenance Work leading to an interruption of technical usability outside Business Hours. However, Camunda is entitled to carry out ad hoc Maintenance Work to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical Patches or hotfixes. Customer agrees that Camunda may access Customer's Clusters in order to carry out Maintenance Work.

5. Technical Requirements

Customer has and will retain sole responsibility for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) networks and internet services, whether operated directly by Customer or through the use of Third Party services, required to use or receive Camunda SaaS Enterprise and the Services.

6. Telemetry Data

For the purpose of this section Telemetry Data means all information and data of Customer collected in connection with Customer's use of Camunda SaaS Enterprise, including but not limited to information about browsers, implemented clients, and related pages accessed by users, API calls and Camunda SaaS Enterprise Version. It may contain Personal Data such as hashed IP addresses, email addresses and identifiers, including cookies, but is generally technical, aggregated or pseudonymized. Customer acknowledges that certain features used in connection with Camunda SaaS Enterprise are configured to collect and report Telemetry Data to Camunda to improve the user experience, to track usage of Camunda SaaS Enterprise, to ensure the security, stability and functionality of Camunda SaaS Enterprise and provide support to Customer, such as guidance that will help optimise usage. Camunda will use Telemetry Data subject to applicable law and Camunda's Privacy Policy, which is available at <https://camunda.com/legal/privacy/>. Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications and any Third Party products, as necessary to provide and improve Camunda SaaS Enterprise and the Services to Customer. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda SaaS Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

7. Process Experience Components

Process Experience Components are under constant development. Since Customer solely accesses these Components without selecting a corresponding version, the current version of the Component is always used. Therefore, Section 2 (New Versions) of Exhibit A "Support and Maintenance Services" is not applicable for Process Experience Components.

8. Disclaimer of Warranties for Development Clusters

NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, DEVELOPMENT CLUSTERS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CAMUNDA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE

WITH RESPECT TO DEVELOPMENT CLUSTERS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAMUNDA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO DEVELOPMENT CLUSTERS. WITHOUT LIMITING THE FOREGOING, CAMUNDA DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF DEVELOPMENT CLUSTERS WILL MEET CUSTOMER'S REQUIREMENTS, OR (B) CUSTOMER'S USE OF DEVELOPMENT CLUSTERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS.

9. Availability Targets and Availability Service Credits

9.1. Camunda will use commercially reasonable efforts to ensure a Monthly Uptime Percentage of 99.5% for the Core Components of Camunda SaaS Enterprise within each Stable Cluster and 95.0% for any other Component within each Stable Cluster (the "**Availability Targets**"). Availability Targets do not apply to Components within a Cluster which uses an Alpha Version or Alpha Offering of Camunda SaaS Enterprise, or to Components within Clusters which use a Version of Camunda SaaS Enterprise for which Support and Maintenance Services are no longer supported (as specified in Section 2 of Exhibit A of this Master Subscription Agreement). If the Monthly Uptime Percentage for Camunda SaaS Enterprise Core Components within a Stable Cluster fall below the Availability Targets in any calendar month, Camunda will, subject to Customer's compliance with this Exhibit, provide the following Availability Service Credit, calculated as a percentage of the Total Monthly Fee:

Monthly Uptime Percentage	Availability Service Credit
Less than 99.5% but equal to or greater than 99.3%	1.5%
Less than 99.3% but equal to or greater than 99.0%	3%
Less than 99.0%	4.5%

9.2. Customer will not be eligible to receive any Availability Service Credits if, on the date that an Availability Service Credit is requested, any Fees then due and payable by Customer are outstanding. To receive an Availability Service Credit, Customer must submit a claim by logging a support ticket. To be eligible, the credit request must be received by Camunda within five (5) calendar days after the last day of the month in which Camunda SaaS Enterprise has not met the Availability Targets within any Cluster, and must include all information reasonably necessary for Camunda to verify the claim, including:

- the words "Availability Service Credit Request" in the subject line;
- the Cluster ID if any Cluster for which the Availability Service Credit is requested;
- a description of the applicable client(s) (as specified in the Documentation), the version of each such client, and the configurations for each such client; and
- a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed write attempts.

9.3. Camunda will evaluate Customer requests and determine in good faith whether an Availability Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Camunda confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Availability Targets, then Camunda will apply the Availability Service Credit to Customer against the next invoice related to this Subscription. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving an Availability Service Credit. Availability Service Credits are not refundable in cash and can only be used as a credit against future invoices. Availability Service Credits are exclusive of any applicable taxes charged to Customer or collected by Camunda. Availability Service Credits are Customer's sole and exclusive remedy for any unavailability of Camunda SaaS Enterprise within Clusters. Availability Service Credits expire without refund twelve (12) months from issuance.

Exhibit E “Camunda Self-Managed Enterprise”

The following Exhibit applies to all Camunda Self-Managed Enterprise Subscriptions. In case of a conflict between this Exhibit and any other clause of the Agreement, the terms of this Exhibit will prevail.

1. Delivery

Camunda shall provide the Software in object code only; no physical format shall be delivered. Promptly after execution of the initial Order Form, Camunda will provide the Customer with the license key to the Software which the Customer will be able to access electronically under <https://docs.camunda.io>. For purposes of the applicable Order Form, the Software will be deemed to have been delivered to Customer upon provision of such license key (“**Delivery**”) and the Software is deemed to be accepted by Customer upon Delivery. For every Renewal Term, Customer acknowledges and agrees that there is no further Delivery requirement. In such case, the Software shall be deemed delivered on the first day of the then-current Renewal Term of the applicable Subscription.

2. License rights for Camunda Self-Managed Enterprise

2.1. License Grant

Subject to Customer’s material compliance with the terms and conditions of this Agreement, Camunda hereby grants to Customer a limited, non-exclusive, non-transferable (except as otherwise set forth herein), non-sublicensable license, during the Subscription Term and within the scope of the Permitted Usage (but without limiting any licensed rights granted under applicable Public Software) to (i) install, run, and use the Software, (ii) develop Solution Package, (iii) allow a Contractor or an Affiliate to use the Software as outlined in (i) or (ii) of this Section of this Agreement solely in the context of performing services on behalf of Customer and subject to all of the restrictions of this Agreement (including but not limited to the license restrictions found in this Agreement, the confidentiality obligations, and the export regulations), (iv) permit Affiliates to use the Solution Package without passing on the license key, and (v) offer the Solution Package to Affiliates or Third Parties as software-as-a-service (SaaS) offerings. Within the License Scope, the Customer may use the Software with unlimited Usage Metrics for developing, testing and staging.

2.2. License Restrictions

Except as expressly authorized in this Agreement, Customer will not, and will not permit any Affiliate or Contractor to: (i) reverse engineer, decompile, decrypt or otherwise derive the source code to the portions of the Software, except as permitted by law; (ii) modify or copy any part of the Software; (iii) use the Software for any purpose other than as specifically authorised herein; (iv) sell, hire out, lease, distribute or lend the Software as such or as part of an Solution Package to any Third Party; (v) circumvent any restrictions on use of the Software, including those which are imposed or preserved by a license key; (vi) exceed the Permitted Usage; (vii) use the Software other than in accordance with this Agreement or the applicable Order Form or any applicable laws and regulations (including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation); (viii) use the Software for a product or service that offers no substantial, additional value-added software application features and functions, in addition to the features and functions of the Software or provide the Software to an Affiliate or a Contractor in order to do so, or (ix) remove or alter copyright notices, serial numbers or other program identification features, patent notices, trademarks, logos, trade secrets and suchlike, unless Camunda has provided prior written consent to any such action or use.

2.3. License Grant to Public Software

The licensed rights in any Public Software or Third-Party Public Software included in the Software are determined by the applicable Public Software or Third-Party Public Software license and not this Agreement. Camunda cannot or does not control, and cannot negotiate or change, the terms of the applicable Public Software or Third-Party Software licence. Despite the foregoing, no Public Software or Third-Party Public Software applicable to software programs included in the Software will restrict the licensed rights otherwise granted to the Customer under this Agreement. Any Third-Party Public Software or Public Software is listed in the Documentation together with the respective copyright notices and license texts. The Customer shall be responsible for its compliance with all Public Software or Third-Party Public Software licenses included in the Software.

3. Reporting

3.1. Reporting

Customer agrees to promptly notify Camunda in writing if it uses more DI, PI or TU than the number of DI, PI or TU for which Customer has purchased such Subscription ("**Excess Instances or Users**") and to request an amending or additional Order Form that covers the Excess Instances or Users. At the end of each Subscription year, Customer will count the number of DI, PI or TU and report the number within twenty-one (21) days to Camunda via email. In case of a Dual-Use Subscription, Customer will only count the number of PI, DI or TU used as part of Camunda Self-Managed Enterprise, which will be combined with the usage for Camunda SaaS Enterprise.

3.2. Auditing

For the term of this Agreement and for a period of one (1) year after termination or expiration of the Agreement and only if Camunda does not receive the report described in the previous Section or Camunda reasonably believes that the report may be materially inaccurate, Camunda will have the right, once per calendar year and with reasonable notice to Customer, to have Customer's records inspected and audited to verify compliance with the license restrictions and payment terms of this Agreement. Any such audit will take place during normal business hours and will be conducted in accordance with applicable government requirements, if any. Camunda will pay for the audit, unless the audit discovers an underpayment of five percent (5%) or greater, in which case Customer will pay for the audit. Customer agrees to pay any underpayment to Camunda within thirty (30) days of receiving notice of the underpayment.

3.3. Telemetry Data

For the purpose of this section Telemetry Data means both quantitative and qualitative data, including, but not limited to, hashed IP addresses, error logs, crash reports, bugs, and information about browsers, hosts, services, and related pages accessed by users, API calls, Software Version, infra technology and database technology used to run the Software as well as product usage. Customer acknowledges that certain features used in connection with the Camunda Self-Managed Enterprise Subscription are configured to collect and report Telemetry Data to Camunda to ensure the stability and functionality of Camunda Self-Managed Enterprise and to improve the user experience. If enabled, Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications and any Third Party products, as necessary to provide and improve Camunda Self-Managed Enterprise and the Services to Customer. Camunda will use the Telemetry Data subject to applicable law. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda Self-Managed Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.