

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

IN THE EVENT THAT THE PARTIES HAVE EXECUTED A MASTER SUBSCRIPTION AGREEMENT OR SIMILAR WRITTEN AGREEMENT ADDRESSING THE SAME SUBJECT MATTER AS THESE TERMS, THE TERMS OF SUCH AGREEMENT SHALL TAKE PRECEDENCE.

# 1. Definitions

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

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

Consulting Order Form means the ordering document pursuant to which Customer purchases Consulting Services (including TAM Subscription).

Consulting Services means, collectively, Technical Account Management, Project Success Acceleration, Migration Acceleration and Expert on Demand.

Expert on Demand or EOD has the meaning given to it under Subsection 2.4 hereto.

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

MA Start Date means the date when the provision by Camunda of MA starts. The MA Start Date is specified in the relevant Consulting Order Form.

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

PSA Start Date means the date when the provision by Camunda of PSA starts. The PSA Start Date is specified in the relevant Consulting Order Form.

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

Subscription means the subscription purchased by the Customer from Camunda pursuant to the Agreement, granting the Customer the right to use or access the Software and to receive certain services (such as support and maintenance) during a certain subscription term, always subject to strict compliance with the terms of the Agreement and the related order form.

TAM Minimum Term means the initial period of a TAM Subscription as stated in the relevant Consulting Order Form, for which a TAM Subscription is valid, having the length specified in such Consulting Order Form, such period to start on the TAM Start Date as specified in the Consulting Order Form.

TAM Renewal Term has the meaning ascribed to it in Subsection 2.1 hereto.

TAM Start Date means the date when a TAM Subscription starts. The TAM Start Date is specified in the relevant Consulting Order Form.

TAM Subscription means the Customer’s right, for the TAM Term, to receive TAM, always subject to strict compliance with these Terms and the relevant Consulting Order Form.

TAM Term means the period for which a TAM Subscription is valid, which starts with the TAM Minimum Term, followed by any subsequent TAM Renewal Term.

Technical Account Management or TAM has the meaning given to it under Subsection 2.1 hereto.

## 2. Types of Consulting Services

Camunda provides a wide range of Consulting Services to customers, as follows:

- Technical Account Management (TAM);
- Project Success Acceleration (PSA);
- Migration Acceleration (MA); and
- Expert on Demand (EOD);

Subject to Customer's compliance with these Terms (and, in particular, the timely payment of all applicable fees), Camunda shall provide Consulting Services to the Customer, upon Customer's request, in accordance with the terms set forth herein.

### 2.1 Technical Account Management (TAM)

The purpose of **Technical Account Management** is to pro-actively plan, enable or, as applicable, maximize the technical success of the Customer. TAM is a subscription-based recurring Consulting Service which may be purchased by the Customer via a Consulting Order Form for the TAM Minimum Term and commences upon the TAM Start Date specified in such Consulting Order Form. Thereafter, the TAM Subscription shall automatically renew for successive periods equal to the TAM Minimum Term ("**TAM Renewal Term**") unless terminated by either Party by providing written notice of non-renewal at least ninety (90) days prior to the end of the then-current TAM Term or any subsequent TAM Renewal Term.

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.

Camunda reserves the right to change the applicable TAM fees effective as of the beginning of a TAM Renewal Term. Notwithstanding the foregoing, any such change will not apply to the Customer with respect to any fully paid TAM Term.

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, taking also into consideration the amount of annual recurring fees generated by the Customer's current Subscriptions as purchased from Camunda.

### 2.2 Project Success Acceleration (PSA)

**Project Success Acceleration (PSA)** is a one-off 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, taking also into consideration the amount of annual recurring fees generated by the Customer's current Subscriptions as purchased from Camunda.

In the event that, after the PSA Start Date, the Customer requires a change in the scope of PSA as initially agreed upon, and such change results in additional work by Camunda's assigned consultant(s), Camunda reserves the right to adjust the fees accordingly. Camunda will consult with the Customer to determine the new pricing conditions based on the additional consulting work required. If no agreement is reached between the Parties as regards the scope change for the PSA and the related new pricing conditions, the Parties agree that Camunda shall continue providing PSA according to the initially agreed scope.

### *2.3 Migration Acceleration (MA)*

Migration Acceleration (MA) is a set of one-off 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 advice and guidance 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.

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

In case the Customer desires to purchase MA, it shall submit a request in this regard to Camunda. Camunda shall assess together with the Customer the suitability of MA against the Customer's specific needs, taking also into consideration the amount of annual recurring fees generated by the Customer's current Subscriptions as purchased from Camunda.

In the event that, after the MA Start Date, the Customer requires a change in the scope of MA as initially agreed upon, and such change results in additional work by Camunda's assigned consultant(s), Camunda reserves the right to adjust the fees accordingly. Camunda will consult with the Customer to determine the new pricing conditions based on the additional consulting work required. If no agreement is reached between the Parties as regards the scope change for the MA and the new pricing conditions, the Parties agree that Camunda shall continue providing MA according to the initially agreed scope.

### *2.4 Expert on Demand (EOD)*

**Expert on Demand** refers to Camunda's specialized offering where the Customer can purchase, via a Consulting Order Form, one-off Consulting Services on an hourly basis, in an amount to be agreed upon in consultation with Camunda and depending on Customer's specific needs. Expert on Demand facilitates remote access to an experienced Camunda consultant, who can provide assistance and advice to the Customer in relation to various issues otherwise covered by TAM, PSA and/or MA. The fee for Expert on Demand Consulting Services will be invoiced by Camunda on an hourly-rate basis.

## **3. Provision of Consulting Services**

3.1 The Customer may order any of the Consulting Services by signing a Consulting Order Form that references these Terms or by sending a Purchase Order or similar ordering document that references such Consulting Order Form.

3.2 The Consulting Order Form sets forth, among other information, the (i) the type/ name of the Consulting Service and, where applicable, the Consulting Service module ordered, (ii) the location where the Consulting Service will be delivered (on-site or remote), (iii) the number of hours/days of Consulting Services (where applicable), (iv) the scope of the Consulting Services, (v) the total fee for the Consulting Services; (vi) the maximum number of participants (where applicable), (vii) as applicable, the MA, PSA or TAM Start Date, and (viii) in case of TAM, the TAM Minimum Term or TAM Renewal Term.

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

3.4 If Camunda offers any of the Consulting Services free of charge, the Parties can also agree on the applicable terms for such Consulting Services via email only. By receiving the Consulting Services, the Customer agrees to these Terms.

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

## 4. Delivery and Performance of the Consulting Services

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

4.2 While the default delivery mode of Consulting Services is remote, specific hours or days of on-site Consulting Services may be agreed between Camunda and Customer on a case-by-case basis. In case of on-site Consulting Services being provided by Camunda, the number of on-site hours or days of Consulting Services and the specific location shall be agreed upon by the Parties, and any related travel expenses shall be invoiced on a monthly basis pursuant to Camunda's expense policy (which, upon request, shall be communicated in advance to the Customer).

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

4.4 In order to provide the Consulting Services, Camunda does not require access to the Customer's information system resources and networks and will only do so if explicitly requested by the Customer. For the avoidance of any doubt, access to the Customer's information system resources shall not include:

- consulting an employee of the Customer in the performance of work on the Customer's employee's computer;

- accessing the Customer's employee's computer via a screen sharing session; or
- accessing the network systems of the Customer via an assigned internet account.

## 5. Warranties

THE PARTIES ACKNOWLEDGE THAT THESE TERMS ARE TERMS AND CONDITIONS FOR SERVICES ONLY AND NOT FOR THE SUPPLY OF GOODS. THE CONSULTING SERVICES ARE DELIVERED "AS IS", WITHOUT ANY KIND OF WARRANTY. CAMUNDA PROVIDES NO WARRANTY (EXPRESS, IMPLIED OR STATUTORY) AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND MAKES NO WARRANTIES REGARDING ERROR-FREE OR UNINTERRUPTED USE WITH RESPECT TO THE CONSULTING SERVICES, ANY RELATED DOCUMENTATION OR RELATED SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMUNDA, ITS DISTRIBUTORS, AGENTS, CONTRACTORS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS, AND CAMUNDA WOULD NOT BE ABLE TO PROVIDE THE CONSULTING SERVICES WITHOUT SUCH LIMITATIONS.

## 6. Fee

6.1 Customer will pay the fees for the Consulting Services in advance or as set forth in the Order Form or quote. Customer's obligation to pay for the Consulting Services arises after receipt of an invoice, even if the date of invoicing is prior to the date of performance of the Consulting Services. The Customer agrees to pay Camunda such fees within thirty (30) days of the date of Camunda's invoice, unless otherwise agreed in the Order Form or quote. Any payments more than thirty (30) days overdue may bear a late payment fee of the lower of one-point-five percent (1.5%) per month or the maximum rate allowed by law. All payments accrued or made under these Terms are non-cancelable and non-refundable, unless otherwise provided herein. All amounts payable to Camunda under these Terms shall be paid by Customer in full, without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

6.2 All stated prices are exclusive of any taxes, fees, and duties or other amounts, however, designated, and including without limitation value-added, sales taxes, and withholding taxes that are levied or based upon such charges, or upon these Terms. Any applicable taxes including, but not limited to, withholding taxes, will be paid by Customer, or Customer will present an exemption certificate acceptable to the taxing authorities. Despite the foregoing, the Customer will not be liable for taxes imposed on Camunda based on Camunda's income.

## 7. Intellectual Property Ownership of Materials

All materials (e.g. handouts, exercises, case studies, etc.) provided by Camunda in the context of providing the Consulting Services to the Customer (the "**Materials**") are copyrighted by Camunda, and Camunda retains all intellectual property rights in the Materials. Camunda retains all right, title, and interest in and to any work product created by Camunda in the course of providing the Consulting Services under these Terms. The Customer has no rights to record, reproduce the Materials, or distribute the Materials to any third party, for any purpose, without the written consent of Camunda. These Terms are not a sale and do not convey to Customer any rights of ownership in any intellectual property rights.

## 8. Event cancellation or change by the Customer

A cancellation or postponement of an agreed appointment by the Customer is free of charge if it is made up to 7 calendar days before the agreed date. In all other cases, Camunda can charge the following compensation:

- Cancellation: 80% of the agreed rate;
- Postponement: 30% of the agreed rate.

## 9. Liability

DESPITE ANYTHING ELSE IN THESE Terms OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THESE Terms UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY LOSS OR CORRUPTION OF DATA OR LOST BUSINESS OR PROFITS, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, (III) EXCEPT FOR BREACH OF CONFIDENTIALITY PURSUANT TO SECTION 10, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR (IV) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID HEREUNDER, IN ALL CASES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. Confidentiality

Each Party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information they obtain from the other Party in the context of the provision or receipt of the Consulting Services are the confidential property of the disclosing party (“**Confidential Information**”). Each Party agrees not to use any Confidential Information of the disclosing Party for any purpose except to exercise its rights and perform its obligations under these Terms. Each Party agrees not to disclose any Confidential Information of the disclosing Party to third parties or to such Party’s affiliates’ employees, officers, agents (including, without limitation, vicarious agents), contractors, partner and representatives except to those of the receiving Party with a need to know. The receiving Party shall not be obligated under this Section with respect to information the receiving Party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving Party or its employees or agents; (ii) was received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the other Party; or (iv) was independently developed by employees or consultants of the receiving Party without access to such Confidential Information.

## 11. Term and Termination

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

Either Party may terminate these Terms upon 10 days’ prior written notice if the other Party materially breaches these Terms (including if Customer fails to pay the fees for the Consulting Services or has violated any export regulations) and, if such breach is curable, it has not been cured within thirty (30) days after the non-breaching Party has sent written notice.

## 12. Export Regulations

The Customer represents and warrants that Customer or any of its Affiliates (i) is not a Prohibited Entity, or (ii) has not taken and will not take any action, directly or indirectly, that would result in a violation of Sanctions, or that would otherwise cause Camunda or its Affiliates to violate Sanctions.

For purposes of this Section, “**Sanctions**” means to the extent applicable to the Customer, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, or trade embargoes administered or enforced from time to time by (i) the United States, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, or the U.S. Department of Commerce, or through any existing or future Executive Order; (ii) the United Nations Security Council; (iii) the European Union; (iv) the United Kingdom; (v) Singapore or (vi) any other government authority with jurisdiction over the Customer.

“**Prohibited Entity**” means (i) a person (an entity or an individual) on any list of targets designated pursuant to any Sanctions, (ii) a person, countries, or territories that are the target of any territorial or country-based Sanctions programs, (iii) an entity with its registered offices in Russia, or (iv) a person owned or controlled by any person covered by (i), (ii), or (iii).

## 13. Miscellaneous

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

13.2 Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection, or riots, embargoes, requirements or regulations of any civil or military authority (an “**Event of Force Majeure**”). Each of the Parties hereto agrees to give reasonable notice to the other upon becoming aware of an Event of Force Majeure. Such notice shall contain details of the circumstances giving rise to the Event of Force Majeure. If a default due to an Event of Force Majeure shall continue for more than thirty (30) days then the Party not in default shall be entitled to terminate these Terms. Neither Party shall have any liability to the other in respect of the termination of these Terms as a result of an Event of Force Majeure.

## 14. Contracting Party, Governing Law, and Venue

The location of the Customer's registered office (“**Customer Location**”) will determine the Camunda entity entering into these Terms, the law that will apply in any dispute or lawsuit arising out of or in connection with these Terms, and the courts that have jurisdiction over any such dispute or lawsuit (the “**Venue**”), as set out in the table below. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below:

<b>Customer Location</b>	<b>The Camunda entity entering into these Terms</b>	<b>Governing law</b>	<b>Venue</b>
The United States of America, Canada and Mexico	Camunda, Inc. 101 Montgomery Street, Suite 1900, San Francisco, CA 94104, USA	Laws of the State of Delaware and controlling United States federal law	Delaware, USA
Germany, Austria, Switzerland	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	German law, excluding both CISG and conflict of laws provisions	London, England
The United Kingdom and Commonwealth (excluding Canada and Singapore)	Camunda Ltd Moorcrofts LLP, Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	Laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England
APAC	Camunda Pte Ltd 16 Raffles Quay, #33-03 Hong Leong Building, Singapore 048581	Laws of England and Wales, excluding both CISG and conflict of laws provisions	Singapore
Any other country	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	Laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England

## 15. Regional Terms

15.1 Germany, Austria, Switzerland



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

15.1.1 Section 9 (Liability) of these Terms is replaced in its entirety with the following Section:

*Camunda shall be liable for damages incurred by the Customer according to the applicable statutory provisions. In cases involving a simple negligence breach of Primary Obligations, Camunda's liability shall be limited to replacement of the foreseeable damage typically occurring. "Primary Obligations" are such basic duties that form the essence of these Terms which were decisive for the conclusion of these Terms and on the performance of which the Parties may rely on. Other than this, Camunda's liability for simple negligent breaches of accessory contractual obligations is excluded. Further liability – for whatever legal reason – on the part of Camunda and Camunda's vicarious agents is excluded.*

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

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

## **16. Survival**

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