

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.

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 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.

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

Consulting Services means the services provided by Camunda under Exhibit B hereto.

Critical Errors means Errors that cause a total failure of Zeebe as the workflow engine providing Business Process Model and Notation (BPMN) execution capabilities as described in the Documentation or make it impossible to use the Zeebe in production.

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 Release of the Software, under <https://docs.camunda.org/manual/latest/>.

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.

Feedback means suggestions, enhancement requests, recommendations or any other feedback provided by Customer, relating to the operation, features, content, structure or functionality of the Software, Services, Camunda Academy, Trainings and any other Camunda products.

Fees means the recurring annual fee that Customer owes to Camunda for the purchase of a Subscription (including, if applicable, recurring fees for Subscription Upgrades or for any recurring Services that may be offered by Camunda from time to time) and, if applicable, any fees for any Consulting Services and Trainings provided by Camunda.

Major Errors means Errors that restrict the use of the Software and for which troubleshooting is urgently needed.

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.

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. The appointed Named Support Contacts shall be enabled to interact in English with Camunda technical support. 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.

Order Form means the ordering document pursuant to which Customer purchases a Subscription and/or Consulting Services and Trainings 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 the number of PI, Tenants and/or STP-Tenants as defined 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 Instances (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 are be part of the Permitted Usage.

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 Camunda License (<https://github.com/camunda/camunda/blob/main/licenses/CAMUNDA-LICENSE-1.0.txt>), or the bpmn.io license (<https://bpmn.io/license/>). Public Software provided to Customer under this Agreement may include Third-Party Public Software.

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 a unified solution which, as the case may be, is developed, designed, configured, customized, implemented, deployed and/or supported by the Customer for its End-Customers, which embeds the Software and integrates it using the interfaces (API) existing in the Software and explicitly described in the Documentation.

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

STP Tenant means a Straight Through Processing Tenant. STP Tenants may be used for a process that completes in less than 30 seconds, and does not contain task users (e.g. no humans involved). STP Tenants are Subscription Upgrades that may be purchased separately.

Subscription means Customer's right, for the Subscription Term, to use or access the Software and to receive Support and Maintenance Services, 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, 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. Support and Maintenance Services are part of a Subscription.

Tenant means a logically isolated environment within a shared software platform or system. Each Tenant operates as its own dedicated space with separate data, configurations, and user permissions, even though it uses the same underlying infrastructure as other Tenants. This ensures each organization or user group can securely manage their resources without interference from others, while still benefiting from the efficiencies of a shared, multi-tenant architecture. Tenants are part of the Permitted Usage.

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 the trainings provided by Camunda via Camunda Academy pursuant to Exhibit B hereto.

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 provision of Subscriptions and Services through the conclusion of Order Forms.

By signing an Order Form, Customer agrees to purchase a Subscription for the use of the Software and receipt of Support and Maintenance Services, as specified in such Order Form. Through the same Order Form as the Subscription or through a separate Order Form, the Customer may also purchase Consulting Services and Trainings.

## 3. Subscription

### 3.1 Information

The Order Form sets forth, among other information, (i) the Subscription Classification, (ii) the Permitted Usage, (iii) any applicable Subscription Upgrades, (iv) the Hosting Packages (if applicable), (v) the Fees, (vi) the Start Date, (vii) the Selected Time Zone, (viii) the Minimum Term or Renewal Term, (ix) the SLA module chosen by the Customer (i.e. Standard SLA or Advanced SLA) and (x) any Consulting Services and Trainings (if applicable). If Customer purchases Consulting Services and Trainings, the Order Form will further specify the relevant details for their provision including, without limitation, type and scope, related Fees, start date, and, where applicable, the period of performance and maximum number of participants.

### 3.2 Subscription Upgrades

Customer may at any time request an Order Form (hereinafter referred to as “**Upgrade Order Form**”) allowing the Customer to purchase Subscription Upgrades such as increased Permitted Usage, additional Hosting Packages (as part of a Camunda SaaS Enterprise), Advanced SLA, additional Named Support Contacts, and others (“**Subscription Upgrades**”). Upon execution of such Upgrade Order Form, Camunda will provide the Customer with an invoice (i) in case of increased Permitted Usage, for the new Fees less the Fees already paid for the current Subscription Term. If the Customer exceeds the Permitted Usage for a Subscription (“**Excess Usage**”) Camunda is obligated to notify Camunda and Camunda shall invoice Customer for such Excess Usage. In addition, the Subscription will be adjusted to the proper tier at the next renewal.

### 3.3 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.

### 3.3 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>.

### 3.4 Intellectual Property Ownership and Feedback License

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.

Customer hereby grants Camunda, without any compensation to Customer, a worldwide, unrestricted, perpetual, non-exclusive, transferable, irrevocable, sub-licensable, royalty-free license to use, copy, modify, create derivative works of, profit from, distribute, publicly perform or display, sell, incorporate into its products or services, disclose, publish, create derivative works of, or otherwise profit from or exploit, any Feedback that Customer, in their discretion, may share with Camunda in any manner. To the maximum extent permitted by law, Customer waives any rights on, or in relation to, any results, derivative works or outputs of any nature resulting from Camunda processing or modifying the Feedback shared by Customer.

## 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.

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.

#### 4.2 Provision of Consulting Services and Trainings

In addition to Support and Maintenance Services, which the Customer receives as part of a Subscription, the Customer has the option to purchase Consulting Services and Trainings pursuant to the terms of Exhibit B (Consulting Services and Trainings).

#### 4.3. Restrictions on Services

Support and Maintenance 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 in general, 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.

#### 4.4 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 Software 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 or quote. 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 or quote 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 ("**Discloser**") 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 Recipient about Recipient'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. 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/#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 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 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 RESULTING FROM A BREACH OF THE CONFIDENTIALITY UNDERTAKINGS HEREUNDER, 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. Term and 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 commences with the Start Date specified in the Order Form. Thereafter, the Agreement and the Subscription shall continue for the Subscription Term. This Agreement and the applicable Order Form shall 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, the French SAPIN 2 laws, 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

Camunda reserves the right to use subcontractors to perform all or parts of its obligations under this Agreement. In each case, Camunda shall remain responsible for the performance of such obligations and compliance with the Agreement by any such subcontractor.

### 13.3 Notices

All notices under this Agreement shall be delivered by email; if to Camunda at [customer-success@camunda.com](mailto: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.

### 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 as may be amended from time to time as provided 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.

### 13.2 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	The laws of Germany, excluding both CISG and conflict of laws provisions	Berlin, Germany
France, Spain, Portugal	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of France, excluding both CISG and conflict of laws provisions	Paris, France
United Kingdom and Commonwealth (except Canada)	Camunda Ltd Moorcrofts LLP Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England
APAC	Camunda Pte Ltd 16 Raffles Quay	The laws of England and Wales, excluding	Singapore

	#33-03 Hong Leong Building Singapore 048581	both CISG and conflict of laws provisions	
Any other country	Camunda Services GmbH Zossener Strasse 55-58,  10961 Berlin, Germany	The laws of 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 11.2 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.*”

Sections 10.1 to 10.3 of this Agreement will be replaced with the following:

#### 10.1 Limitation of liability

10.1.1 *In the event of a breach of a material contractual obligations (in German: Kardinalspflichten) due to slight negligence, Camunda’s liability shall be limited to compensation for foreseeable, typically occurring damage. Material contractual obligations are those fundamental obligations that constitute the essence of the Agreement, were decisive for the conclusion of the Agreement and on the fulfillment of which the Parties can rely.*

10.1.2 *In no event will the total liability of either Party and its Affiliates under this Agreement exceed the greater of (i) the total amount of fees paid by the Customer for the services giving rise to liability during the twelve (12) months prior to the date of the event giving rise to liability or (ii) €100,000.*



## 10.2 Exclusion of Limitations

The limitations of liability set out in Section 10.1 shall not apply to: (i) indemnification obligations under Section 8 of this Agreement, (ii) damages caused negligently or intentionally in connection with the death or injury of persons, (iii) intent or gross negligence, (iv) the infringement of the other Party's intellectual property rights, (v) payment obligations under this contract or (vi) liability under the Product Liability Act (in German: Produkthaftungsgesetz).

## 10.3 Strict liability

Strict liability according to § 536a para. 1 Alt. 1 of the German Civil Code (In German: Bürgerliches Gesetzbuch) is excluded.

## 10.4 Statute of limitations

All contractual and non-contractual claims for damages or wasted expenses (in German: vergebliche Aufwendungen) against Camunda shall become time-barred after one (1) year. The beginning of the limitation period is governed by § 199 para. 1 of the German Civil Code. The limitation period shall be no longer than five (5) years after the claim arises. This does not apply to intent, gross negligence or personal injury under the Product Liability Act.

## 10.5 Applicability

The above limitations of liability apply equally to Affiliates and Representatives of Camunda.

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 the following Sections:

### **“13.11 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.*

### **13.12 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.”*

## 15.3 Regional Terms France, Spain and Portugal

With respect to Customers domiciled in France, Spain or Portugal, Sections 10.1 to 10.3 are replaced with the following Sections:

### 10.1 Limitation of Liability

Except for any liability under “Confidentiality”, under no circumstances shall either Party be liable to the other Party for any indirect damages arising from or related to this Agreement, for any special or punitive damages, or for loss of profits, or costs of procurement of substitute goods or services arising from or related to this Agreement.

In the event that the Customer suffers direct damages as a result of data loss, Camunda shall only be liable if the data was used or produced in the course of using the Software and if such damage could not have been avoided by making regular backups and implementing appropriate security and maintenance measures against foreseeable natural and IT risks.

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, gross negligence, willful misconduct or any other warranties, conditions, obligations or duties for which the Parties cannot legally limit their liability under such mandatory law.

## 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 (Fee) above

Section 13.9 is replaced with the following Section:

#### 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, general or unannounced 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**"). By express agreement between the Parties, those cases usually retained by the Civil Code and the jurisprudence of French courts are considered to be Events of Force Majeure.

The following Sections is added:

#### Independence

To the extent necessary, it is recalled that the Customer shall remain independent as to the means of performance of its obligations hereunder, notwithstanding the general purpose of the Customer's efforts and the goals to be reached as defined with Camunda.

Accordingly, this Agreement shall not entail the formation of any joint venture. Also, each party shall remain the sole employer of any such employees as may be asked to perform its services. In their capacity as an employer, each party shall perform all relevant obligations and in particular the payment of any compensation, payroll taxes and the compliance with any reporting and insurance obligations. Customer shall hold Camunda free and harmless against any claim in this respect.

Sections 13.11 and 13.12 are deleted.

## 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.

## 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. 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.
- vi. 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 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

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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 and Trainings”

Subject to Customer's compliance with the Agreement (including this Exhibit) and, in particular, the timely payment of all applicable Fees, Camunda shall provide Consulting Services and Trainings to the Customer, upon Customer's request, in accordance with the terms set forth in this Exhibit.

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

### 1. Common Terms for Consulting Services and Trainings

1.1 The Customer may order Consulting Services and Trainings from Camunda through the same Order Form as the Subscription, by signing a separate Order Form that references the Agreement.

1.2 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 or Trainings, it shall do so only for its own internal, administrative purposes (such as for referencing and validating the relevant Order Form) and not with the intent to provide any additional contractual terms or general terms and conditions overriding the Agreement. 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 the Agreement, the Agreement shall prevail, and any such additional terms are hereby rejected, even if Camunda does not object. Furthermore, Camunda's performance of the Consulting Services or Trainings 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.

## Part I: Consulting Services

### 1. Definitions

Expert on Demand or EOD has the meaning given to it under Subsection 6 of this Exhibit.

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

Migration Acceleration or MA has the meaning given to it under Subsection 5 of this Exhibit.

Project Success Acceleration or PSA has the meaning given to it under Subsection 4 of this Exhibit.

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

TAM Minimum Term means the initial period of a TAM Subscription as stated in the relevant Order Form, for which a TAM Subscription

is valid, having the length specified in such Order Form, such period to start on the TAM Start Date as specified in the Order Form.

TAM Renewal Term has the meaning ascribed to it in Subsection 3.1 hereto.

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

TAM Subscription means the Customer's right, for the TAM Term, to receive TAM, always subject to strict compliance with this Exhibit and the relevant 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 3 of this Exhibit.

## 2. Types of Consulting Services

Upon request, Camunda may provide the following Consulting Services to the Customer:

- i. Technical Account Management;
- ii. Project Success Acceleration;
- iii. Migration Acceleration; and
- iv. Expert on Demand.

## 3. Technical Account Management (TAM)

3.1 The purpose of *Technical Account Management (TAM)* is to pro-actively plan, enable or, as applicable, maximize the technical success of the Customer. For the avoidance of doubt, the implementation of the Customer's project or use case for which TAM is provided is the sole responsibility of the Customer and Camunda's involvement shall be solely limited to related advice and guidance, without providing any implementation services. TAM is a subscription-based, recurring Consulting Service which may be purchased by the Customer via the relevant Order Form for the TAM Minimum Term and commences upon the TAM Start Date specified in such 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.

3.2 Camunda shall make available to 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.



3.3 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.

3.4 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.

## 4. Project Success Acceleration (PSA)

4.1 *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.

4.2 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.

4.3 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.

4.4 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.

4.5 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 PSA 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.

## 5. Migration Acceleration (MA)

5.1 *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.

5.2 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.

5.3 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.

5.4 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.

## 6. Expert on Demand (EOD)

*Expert on Demand* refers to Camunda's specialized offering where the Customer can purchase, via the relevant 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.

## 7. Delivery and Performance of the Consulting Services

7.1 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 Order Form. Unless otherwise set forth in the relevant 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.

7.2 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).

7.3 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.

7.4 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. Notwithstanding the foregoing, if explicitly requested by the Customer, the Parties agree that the following actions shall not be considered an access to the Customer's information system resources and networks:

- i. consulting an employee of the Customer in the performance of work on the Customer's employee's computer;
- ii. accessing the Customer's employee's computer via a screen sharing session; or
- iii. accessing the network systems of the Customer via an assigned internet account.

7.5 If the Order Form under which the Customer purchases Consulting Services specifies a period of performance, the Consulting Services must be utilized within that period unless otherwise provided by the Parties. Any Consulting Services not utilized within the specified period of performance will expire without replacement or refund.

7.6 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 the terms of the Agreement, including this Exhibit.

## 8. Warranties

THE PARTIES ACKNOWLEDGE THAT THE TERMS INCLUDED IN THIS EXHIBIT 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 THIS AGREEMENT, AND CAMUNDA WOULD NOT BE ABLE TO PROVIDE THE CONSULTING SERVICES WITHOUT SUCH LIMITATIONS.

## 9. 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 the Agreement. 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. This Agreement, including this Exhibit, is not a sale and does not convey to Customer any rights of ownership in any intellectual property rights.

## 10. Event Cancellation or Change

A cancellation or postponement of an appointment agreed upon by the Customer during which Camunda was to provide a Consulting Service to 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.

# Part II: Trainings

## 1. Definitions

End Users means Customer's employees, authorized representatives and agents (including vicarious agents).

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 Customer's knowledge of the topics addressed by such Trainings.

Repository Materials means Materials made available to Customers, as part of the Trainings, on repositories, directories or other storage spaces on GitHub or other similar Git hosting providers.

## 2. Provision of Trainings

During the Subscription Term, the Customer may book and have access to Trainings via Camunda Academy, as described herein.

## 3. Training Types

3.1 The purpose of Camunda Academy is to enable the Customers to have access to, book and complete the Trainings for which the Customer enrolled.

3.2 Camunda offers two types of Trainings via Camunda Academy:

- i. 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.
- ii. 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.

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

3.4 Trainings can be free of charge or paid.

## 4. Access to Camunda Academy

4.1 Subject to Customer’s compliance with the terms of this Exhibit and the Agreement in general, Camunda provides to Customer, during the term of the Agreement, a right to access, register for, view and use Camunda Academy and any information and content incorporated into or used by Camunda Academy, only as necessary to enable Customer to receive and consume the Trainings, and subject to any restrictions contained in this Exhibit and the Agreement (including, without limitation, those in connection with confidentiality, intellectual property rights and ownership, and compliance with export laws and regulations). All other uses are expressly prohibited. Except if expressly stated otherwise herein, the Agreement, including this Exhibit, do not grant the Customer any right to reproduce, record, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, or otherwise transfer, commercially exploit, publicly display or use Camunda Academy and any information and content incorporated into or used by Camunda Academy or any other right to Camunda Academy not specifically set forth herein, unless Customer has been granted explicit written permission to do so.

4.2 Notwithstanding the preceding paragraph, nothing in this Exhibit is intended to change or restrict the terms of any open source, free software or public license applicable to Repository Materials made available by Camunda. Provided that the Customer fully complies with the terms and conditions of such open source, free software or public licenses, Camunda shall not seek to restrict, or receive compensation for, the act of copying or redistributing Repository Materials which are otherwise freely redistributable to third parties (and not otherwise restricted by the applicable law).

4.3 The information and content incorporated into or used by Camunda Academy may contain links or embedded links to third party content and websites. These links are provided for Customer’s reference only and Camunda does not endorse the content or the operations associated with them. Camunda has no control over such content and cannot accept any liability for such third-party content. Customer should be aware that accessing such content will be subject to third party terms of use and privacy policies.

## 5. Customer obligations

5.1 In accessing Camunda Academy, the Customer shall:

- a) use commercially reasonable efforts to prevent unauthorized access to or use of Camunda Academy, including keeping passwords and usernames confidential and not permitting any third-party to access or use Customer's (or any of its End Users') user name, password, or account for Camunda Academy;
- b) only allow Customer's End Users to use Camunda Academy and consume the Trainings and solely for training and learning purposes, causing them to comply with this Exhibit;
- c) be solely responsible and liable for all activity conducted by it through Customer's account in connection with Camunda Academy;
- d) promptly notify Camunda if it becomes aware of, or reasonably suspect any security breach relating in any way to Camunda Academy, including any loss, theft, or unauthorized disclosure or use of Customer's (or any of its End Users') username, password, or account;
- e) otherwise access Camunda Academy only in compliance with the applicable laws.

5.2 Customer shall not:

- a) use Camunda Academy to store or transmit any content, including content that may be infringing, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws;
- b) attempt to gain unauthorized access to Camunda Academy, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of Camunda Academy;
- c) authorize, permit, or encourage any End User or third-party to do any of the above;
- d) post or transmit through Camunda Academy software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of Camunda Academy;
- e) participate on Camunda Academy in any manner that consists of any unsolicited or unauthorized advertising, commercial solicitations, promotional materials, "junk mail," "spam", "chain letters," political campaign materials, mass mailings, "pyramid schemes" or any other form of solicitation.

## 6. Registration on Camunda Academy

6.1 Registration takes place online at <https://academy.camunda.com/>. Customer's access to Camunda Academy will be provided by Camunda at its sole discretion. Any access codes and passwords are restricted to Customer and its End Users only and Camunda reserves the right to revoke Customer's access at any time. By registering on Camunda Academy, Customer agrees to provide truthful and accurate information and to be solely liable for maintaining the confidentiality of any username and password that Customer chooses or is chosen by Customer's web administrator on Customer's behalf, for accessing Camunda Academy and consuming the Trainings, as well as for any activity that occurs under Customer's account on Camunda Academy. Customer represents and covenants that the Customer will not misuse or share their username or password, misrepresent their identity or their affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials the Customer is exposed to or provided with through Camunda Academy.

6.2 Registrations for Trainings through Camunda Academy are binding and will be confirmed by Camunda to the Customer (either within Camunda Academy or via email) once the Customer has successfully paid for the chosen paid Training or, in the case of a free Training, within a reasonable time from receipt of Customer's registration for such free Training. In case of Instructor-Led Trainings that impose a limit in the maximum number of participants, registrations will be considered in the order of receipt up to such limit. In this latter case, Camunda will inform the Customer promptly on the date and time of the available slot for the Instructor-Led Training for which Customer has registered.

## 7. Attendance confirmation and certificates

Upon successful completion of any Trainings, Customer will receive a certificate of completion which will be available for download in Customer's account on Camunda Academy.

## 8. Cancellation of Trainings by Camunda

8.1 In case of paid Trainings to be delivered on-site for which less than 4 participants have registered, Camunda reserves the right to cancel or reschedule the dates of such Trainings, if necessary, with at least 21 calendar days' notice before the date when such Trainings should have taken place.

8.2 Camunda reserves the right to cancel or reschedule the date of paid Trainings, for any reason, with at least 7 calendar days' notice to the Customer (in case of remote paid Trainings) or with at least 21 calendar days' notice (in case of on-site paid Trainings) before the date when such Trainings should have taken place.

8.3 In case of cancellations pursuant to the preceding paragraphs, Camunda will issue a full refund to the Customer within thirty (30) days of cancellation.

8.4 If a paid Training is cancelled due to an Event of Force Majeure (as defined in the Agreement), illness of the instructor or other circumstances for which Camunda is not responsible, Camunda's sole liability, and Customer's sole and exclusive remedy, will be for Camunda to offer the Customer an alternative date for such paid Training. If no agreement is reached on an alternative date, the Customer is free to withdraw its registration for the cancelled Training by providing prompt written notice to Camunda, and if the training fee has already been paid, Camunda will refund the fee to the Customer within thirty (30) days of cancellation.

8.5 In case of a rescheduling of a paid Training, Camunda is only liable to the Customer for gross negligence or wilful misconduct. This limitation of liability does not apply in case of death and bodily injury.

## 9. Termination or suspension of Customer's access and use of Camunda Academy

Camunda may immediately and without notice terminate or suspend Customer's right to access and use Camunda Academy if the provision of the Trainings is (i) deemed unlawful, (ii) collides against any mandatory internal policies of Camunda which may, *inter alia*, restrict the access to Camunda Academy for Customers and/or End Users seated or located in countries that, at any given time, may qualify as Prohibited Entity or in certain other countries, in the latter case due to e.g. local regulatory obstacles, insufficient intellectual property rights protection, market operability or ethical issues, or (iii) infringes any third-party rights. Customer hereby voluntarily releases and fully discharges Camunda, its Affiliates and its Representatives, and each of their respective successors and assigns from any and all liability, claims of any nature or damages which are related to, arise out of, or are in any way related to the termination or suspension by Camunda of Customer's right to use and access Camunda Academy pursuant to this clause.

## 10. Updates to Camunda Academy and the Trainings

Camunda may from time to time provide updates to Camunda Academy or the Trainings provided via Camunda Academy, including updates to Training content. Such updates shall be implemented automatically without any notice to the Customer.



# Exhibit C “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 8 (Availability Targets and Availability Service Credits) of this Exhibit.

Availability Targets means the guaranteed Monthly Uptime Percentages set forth in Section 8 of this Exhibit. Cluster means a deployment of a Core Automation Cluster for Camunda SaaS Enterprise.

Core Automation Cluster refers to the essential set of components that are responsible for automating processes and decisions. This includes Zeebe, Operate, Tasklist, Optimize and Connector Runtime.

Development Cluster is a Cluster provided for development purposes and non-production usage.

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 establish a connection 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 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;
  - j. 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
  - k. 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 applicable Basic, Standard or Advanced hosting capabilities 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.

Management Application Cluster refers to the rest of components outside of the Core Automation Cluster that are responsible for allowing users to design and make processes and decisions executable. This includes Web Modeler and Console.

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 shall not be liable for any acts or omissions of the Customer or any Third Party's, nor for any damages of any kind arising from such acts or omissions. Subject to the terms of the 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 Permitted Usage 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, libelous, 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, that the use of Camunda SaaS Enterprise by Customer represents a material security risk or that the Customer uses an unsupported Version as defined in Exhibit A Section 2., Camunda may suspend Customer's use of Camunda SaaS Enterprise until the violation or security risk has been corrected or update the Version used by Customers to a newer Version. Camunda will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension.

3.3 Notwithstanding any exclusion or limitation defined in the Agreement, Customer will indemnify Camunda from and against all and any losses, liabilities, damages, demands, 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 are based on a violation by Customer of any of the use restrictions set forth under limbs (i), (ii) and (iv) of Section 3.1 above.

## 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 optimize 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. 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.

## 8. Availability Targets and Availability Service Credits

8.1 Camunda will ensure Availability Targets for the Core Automation Cluster within a Stable Cluster as defined in the applicable Availability option below (Basic, Standard or Advanced Hosting Package). For Management Application Clusters, Camunda will ensure Availability Targets of 99.0% within a Stable Cluster. Availability Targets do not apply to Alpha Versions or Alpha Offerings of Camunda SaaS Enterprise or to components within Clusters using an unsupported Version of Camunda SaaS Enterprise (as specified in Section 2 of Exhibit A of this Agreement). If Camunda misses the Availability Targets for the Core Automation Cluster within a Stable Cluster in any calendar month, Camunda will provide the following Availability Service Credit, calculated as a percentage of the Total Monthly Fee:

### **Basic Hosting Package:**

<b>Availability Target 99%</b>	<b>Availability Service Credit</b>
Less than 99% but equal to or greater than 98.5%	1.5%
Less than 98.5% but equal to or greater than 98.0%	3%
Less than 98.0%	4.5%

### **Standard Hosting Package:**

<b>Availability Target 99.5%</b>	<b>Availability Service Credit</b>
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Less than 99.5% but equal to or greater than 99.25%	3%
Less than 99.25% but equal to or greater than 99.0%	4.5%
Less than 99.0%	6%

**Advanced Hosting Package:**

<b>Availability Target 99.9%</b>	<b>Availability Service Credit</b>
Less than 99.9% but equal to or greater than 99.8%	4.5%
Less than 99.8% but equal to or greater than 99.7%	6%
Less than 99.7%	7.5%

8.2 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.

8.3 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 D "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 each Tenant, the Customer may use the Software with unlimited PI usage 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

After each 3 months term of a Subscription and within twenty-one (21) days, Customer will report the number of PI, Tenants and STP-Tenants used via email to Camunda.

### 3.2 Auditing

For the term of this Agreement and for a period of one (1) year after termination or expiration of the Subscription and solely in case 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 Permitted Usage. Any such audit will take place during normal business hours and will be conducted in accordance with applicable government requirements, if any. Customer will bear the costs for the audit and 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, Permitted Usage 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. Customer will enable this functionality at the start of every Subscription and 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.