

This Addendum implements the EU Data Act (as defined below) and is entered into between Camunda Services GmbH, a German corporation, with its place of business located at Zossener Strasse 55-58, 10961 Berlin, Germany, and registered in the Commercial Register Berlin-Charlottenburg under the number HRB 113230 B ("Camunda") and the Customer as identified in the main Agreement ("Agreement"), and will be subject to, and governed by, the terms of this Agreement.

In the event of a conflict between this Addendum, the Agreement, or any addenda or other schedule to the Agreement, this Addendum will prevail. In case of conflict between this Addendum and any data processing agreement in the meaning of Article 28 GDPR, the respective data processing agreement will prevail.

1. Definitions

For the purposes of this Addendum, capitalized terms used in this Addendum, but not defined herein, will have the meanings set forth in the Agreement and/or other applicable addenda. In addition, the following definitions apply:

"Data"	means Input Data and Processed Data as defined in Camunda's Online Register of Exportable Data available in Camunda's Trustcenter via https://trust.camunda.com/documents .
"Data Processing Service(s)"	means the Software and Services purchased by the Customer under the Agreement that qualify as a data processing service as defined by Article 2(8) EU Data Act.
"Destination Provider"	means a different provider of data processing services, as defined in the EU Data Act, that is not Camunda.
"EU Data Act"	means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act)
"Exportable Data"	means data that is exportable as defined in Camunda's Online Register of Exportable Data available in Camunda's Trustcenter via https://trust.camunda.com/documents .
"Notice Period"	means the two-month period commencing upon the receipt by Camunda of a Valid Request.
"ICT"	means information and communication technology.

"Same Service Type"	means a category of data processing service (as defined in the EU Data Act) that shares the same primary objective, data processing service model, and main functionalities as the Data Processing Service(s) provided by Camunda under the Agreement and that is the subject of a Switching request.
"Switching"	means the process whereby Customer changes from using a Data Processing Service of Camunda provided under the Agreement, if any, (i) to using another service of the Same Service Type offered by a Destination Provider, or (ii) to an on-premises ICT infrastructure, including through extracting, transforming, and uploading the data.
"Switching Tools"	means the self-service API functionalities for the Data Processing Services, as defined in Camunda's documentation at https://docs.camunda.io/docs/apis-tools/working-with-apis-tools/ .
"Transitional Period"	means the period commencing on the date starting at the end of the Notice Period initiated by the receipt of a Valid Request.

2. Information Obligations of Camunda

- a. Customer acknowledges that before placing the order for the Data Processing Services, Camunda provided the Customer with clear information about:
 - i. available Switching Tools and the conditions of their use;
 - ii. Camunda's Fees and Early Termination Charges;
 - iii. Specific services where the obligations on Switching and exit do not apply, where relevant.
- b. Camunda provides an online register that describes data structures and formats, relevant standards, and open interoperability specifications of Exportable Data available in Camunda's Trust Center via <https://trust.camunda.com/documents>.
- c. If the Customer requests an in-parallel use of Software or Services in accordance with Article 34 of the Data Act, the clauses governing the requirements in Article 25(2), points (a)(ii), (a)(iv), (e), and (f) of the Data Act in this Addendum shall apply *mutatis mutandis* to such in-parallel use.

3. Switching Request, Procedure

- a. The Customer initiates the Switching by sending Camunda notice of its intent to switch in the form of a Valid Request, in accordance with this Clause 3. The Notice Period will commence when Camunda receives a Valid Request. If the Customer wishes to switch only with regard to certain Services and the corresponding Data, this must be specified in the Valid Request.

- b. Customer shall specify in the Valid Request the relevant Data Processing Service and whether the Customer intends:
 - i. to switch to a Destination Provider of the Same Service Type. In this case, the Customer should provide the necessary details of the Destination Provider and the services offered by the Destination Provider;
 - ii. to switch to the Customer's on-premises ICT infrastructure;
 - iii. to erase their Exportable Data
- c. Camunda confirms to the Customer the receipt of the switching notice using the same way of communication as the one used by the Customer. If the request received does not contain the information required to constitute a Valid Request, Camunda will promptly inform the Customer of which information is missing, and the Customer may resubmit the request with the missing information.
- d. A request for Switching may also be submitted by a third party authorized by the Customer, in which case the request must include proof of the Customer's authorization to the third party.
- e. The Customer shall ensure that any Destination Provider involved in the Switching will cooperate in good faith to make the Switching effective, enable the timely transfer of data, and maintain the continuity of the Data Processing Services concerned.

4. Transitional Period

- a. The Transitional Period shall be thirty (30) days or such other time as agreed by the Parties in writing
- b. If Camunda determines that it will not be technically feasible to complete the Switching within the agreed Transition Period, Camunda shall:
 - i. notify the Customer within 14 Working Days after receiving the Valid Request;
 - ii. indicate an alternative Transitional Period, which must not exceed seven (7) months from the date of the Customer's Valid Request; and
 - iii. explain why adhering to the Transition Period is not technically feasible.
- c. The Customer shall confirm the receipt of the notice for the alternative Transitional Period within three (3) Working Days. Failure to confirm receipt will be treated as acceptance of the alternative proposal.
- d. The Customer may extend the Transitional Period once, for a period, but in no case for any period longer than three (3) months ("**Alternative Transition Period**"). Customer shall notify Camunda in writing, including by adequate electronic means, of their intention until the end of the original Transitional Period and indicate the Alternative Transitional Period.

5. Obligations of Camunda during the Switching

Camunda shall provide reasonable assistance to the Customer and third Parties authorised by the Customer to assist with the Switching once the Switching process starts and throughout its duration. To this effect, Camunda shall:

- a. act with due care to maintain business continuity and continue to provide the functions or Data Processing Service(s) under the Agreement;
- b. maintain a high level of security throughout the Switching, in particular for the security of the Data during their transfer, consistent with the level of security provided in accordance with the terms of this Agreement.

6. Obligations of the Customer during the Switching

- a. The Customer undertakes to take all reasonable measures to achieve effective Switching. The Customer is responsible for the import and implementation of Data in their ICT infrastructure or in the systems of the Destination Provider, including where the Customer uses the Data Processing Services of a third party for these actions.
- b. Customer shall notify Camunda of the successful Switching promptly and without undue delay. Any costs associated with the Customer's delay shall be borne by the Customer.
- c. If applicable and without prejudice to Article 30(6) of the Data Act, the Customer and Camunda, or third Parties mandated by them, undertake to respect the intellectual property rights of any materials provided in the Switching by Camunda, as well as Camunda's trade secrets, which are considered Confidential Information under the Agreement. The Customer undertakes to provide access to, and enable the use of these materials by third Parties mandated by them only insofar as this is absolutely necessary to complete the Switching and only upon Camunda's explicit authorization and provided that such third Parties are bound by appropriate contractual confidentiality obligations. The access to and use of Camunda's materials related to the Switching, which are protected by intellectual property rights and/or trade secrets related to the Switching, will be terminated no later than at the end of the agreed Transitional Period, including the Alternative Transitional Period, in full compliance with the confidentiality commitments and the intellectual property rights granted by Camunda. In all other aspects, the Customer's confidentiality obligations as provided by the Agreement shall remain unchanged by this Addendum.
- d. The Customer shall act in good faith to implement any instructions related to the Switching given by Camunda. The reasonable measures to achieve effective switching on the part of the Customer include, in particular:
 - i. preparing the switching process internally (e.g., stopping all access to the Data and informing the user of the unavailability of the system. If a third party is entrusted with switching, providing appropriate instructions to such third party so that it respects the Agreement between the Customer and Camunda).
 - ii. monitoring the switching process (e.g., check the exported Data during the switching to immediately identify any problems).
 - iii. appropriate contractual arrangements with the Destination Provider or ensuring appropriate resources for on-premises switching.

7. Data Retrieval and Data Erasure

- a. The Customer may retrieve or erase their Exportable Data during the Data Retrieval Period. The period of the retrieval of Exportable Data shall be thirty (30) days ("**Data Retrieval Period**").

- b. At the end of the Data Retrieval Period, and if the Switching has been successfully completed, Camunda shall erase all Exportable Data generated by the Customer.

8. Early Termination Charges

If a Valid Request results in the termination of the Agreement before the agreed fixed term of the Agreement, Camunda may invoice Customer for an amount equal to the Fees that would have been due or payable by Customer if the Agreement had not been terminated before the end of its term, minus any costs directly attributable to the performance of the Agreement that Camunda would have incurred by the end of that term but will not incur due to the early termination ("**Early Termination Charges**"). The Early Termination Charges shall become due and payable in accordance with the payment terms of the Agreement.

9. Termination.

Notwithstanding any provision to the contrary in the Agreement, and without limitation to the termination rights set out in the Agreement, the Agreement will be considered terminated between the Parties on the date that one of the following events occurs:

- a. Where applicable, upon the successful completion of the Switching. If the successful completion of the Switching occurs before the expiry of the agreed duration of the Agreement, then the Early Termination Charges will become due; or
- b. At the end of the Notice Period, if the Customer has requested the erasure of its Exportable Data, upon termination of the Data Processing Service, unless otherwise agreed by the Parties.

10. Warranties.

The Services provided by Camunda under this Addendum are provided "AS IS" and with all faults. The clause(s) that contain Camunda's warranty disclaimer and warranty exclusions as set forth in the Agreement apply *mutatis mutandis* to such Services.

11. LIMITATION OF LIABILITY

WITHOUT LIMITATION TO THE APPLICATION OF THE LIMITATION OF LIABILITY CLAUSE IN THE AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF CAMUNDA, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW, OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM WILL NOT EXCEED THE LIABILITY AS APPLICABLE UNDER THE AGREEMENT FOR THE PROVISION OF THE RESPECTIVE SOFTWARE AND SERVICES GOVERNED BY THE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS ADDENDUM, CAMUNDA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF THE TRANSMISSION OR USE OF EXPORTABLE DATA, TO ANY PARTY. NOTHING IN THIS CLAUSE SEEKS TO LIMIT THE LIABILITY OF CAMUNDA PARTIES FOR DEATH OR PERSONAL INJURY.

12. Notices

The Parties agree that any notification between them in respect of Switching and exit to be done as agreed in the Agreement.

13. Order of Precedence

In the event of any conflict or inconsistency between these clauses on switching and exit and any other applicable contractual arrangements, terms, conditions or other applicable Agreements related to switching between Data Processing Service, these clauses will take precedence.