

Any sale to you (“**Customer**”, “**You**”, “**Your**”) by Your reseller or, as applicable, partner-reseller (the “**Reseller**”) of a Subscription to use the Software and receive the Services shall be solely pursuant to a written agreement between You and the Reseller (“**Product Purchase Agreement**”). The Product Purchase Agreement or, as applicable, the relevant Order Form incorporates the link to these Online Minimum Terms (the “**Minimum Terms**”) or includes, as an attachment, the hardcopy version of the Minimum Terms. Customer and Camunda are each referred to as a “**Party**” and collectively as the “**Parties**”.

For the avoidance of doubt, the version of the Minimum Terms to which You will be bound is the version available at the time of signature of the Product Purchase Agreement or, as applicable, of the Order Form. You hereby acknowledge and agree that these Minimum Terms shall be binding between Camunda and You only to the extent there is a valid agreement in place between Camunda and the Reseller granting the latter the right to resell to You a Subscription.

These Minimum Terms set forth the terms and conditions based on which You shall be granted the right to use or access the Software and receive the Services under the Subscription that you purchased from Your Reseller.

# 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.

Advanced Success Plan means Camunda’s mid-tier Support and Maintenance offering purchased as a Subscription as detailed in applicable an Order Form.

Business Hour means any one hour between Monday to Friday, 9:00 AM to 5:00 PM (adjusting for daylight savings hours) in the Selected Time Zone, except that, for Customers located in a Non-Standard Workweek Jurisdiction, “Business Hour” means any one hour between Sunday to Thursday, 9:00 AM to 5:00 PM (adjusting for daylight savings time, if applicable) in the Selected Time Zone. For the avoidance of doubt, unless otherwise agreed in writing by the Parties in the applicable Order Form, Camunda shall provide Support and Maintenance Services to Customers located in a Non-Standard Workweek Jurisdiction during Business Hours falling between Sunday and Thursday.

Camunda means the Camunda entity indicated under Section 10.9 of these Minimum Terms.

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

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

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

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

Camunda Success Center means Camunda’s customer support portal designed to empower customers to manage their support experience and leverage Camunda’s centralized repository of information with answers to frequently asked questions along with product, service, and process overviews related to Camunda.

Customer Success Plan means the Support and Maintenance offering purchased under an Order Form. The terms related to Customer Success Plans are set forth in Schedule 1.

Consulting Services means the services provided by Camunda under Schedule 2 (Consulting Services and Trainings) hereto.

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

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

Downtime has the meaning ascribed to it in Schedule 4 to these Minimum Terms (Camunda SaaS Enterprise).

Enterprise Success Plan means Camunda's enterprise Support and Maintenance offering purchased as a Subscription as detailed in an applicable Order Form.

Essentials Success Plan means Camunda's basic Support and Maintenance offering purchased as a Subscription as detailed in an applicable Order Form.

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

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, Camunda Success Center, Trainings and any other Camunda products.

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

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

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 these Minimum Terms. 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 these Minimum Terms. A Minor Release generally contains new and/or adjusted functionalities and/or bug fixes. Minor Releases may add backward compatible functionalities.

Non-Standard Workweek Jurisdiction means any country or region in which the customary business work week runs from Sunday to Thursday (including, by way of example, Israel, Saudi Arabia, United Arab Emirates, Qatar, Kuwait, Bahrain and Oman), or in respect of which the Customer has expressly requested, and such request has been reflected in the applicable Order Form, that Support and Maintenance Services be provided during Business Hours falling between Sunday to Thursday.

Order Form means the order form, purchase order or any other applicable ordering document, regardless of the name of such document, pursuant to which the Customer (either directly or through an agent) purchases a Subscription and/or Consulting Services and Trainings from the Reseller and which references these Minimum Terms.

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 these Minimum Terms. In Patch Releases, the latest bug fixes are ported back. Patch Releases do not contain any new features.

Permitted Usage means the number of PI, Tenants and/or STP Tenants as specified in the applicable Order Form.

Personal Data means any information that relates to an identified or identifiable living individual. 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 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 these Minimum Terms 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 a Critical Error, Major Error or Support Request by Customer via the agreed reporting method (as defined in Schedule 1 to the Minimum Terms (Support and Maintenance Services)) 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 and any Consulting Services and Trainings that may be ordered by the Customer from Camunda via the Reseller.

SLA means the services levels as set out in Schedule 1 to the Minimum Terms (Support and Maintenance Services) and agreed upon between the Parties in the applicable Order Form.

Software means the Software components that are part of Camunda Enterprise, provided or made accessible to Customer by Camunda under these Minimum Terms, 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.

Subscription means Customer's right, for the Subscription Term, to use or access the Software and receive related Support and Maintenance Services, always subject to strict compliance with the terms of these Minimum Terms.

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

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 considered an Subscription Upgrade that may be purchased separately.

Support Contact means Customer's employees who are authorized to contact Camunda regarding technical support via the applicable reporting method. For Customer Success Plans in which Customer is limited to a certain amount of Support Contacts, Customer shall provide to Camunda the name and email address of each designated Support Contact. By providing written notice and appropriate contact information, Customer may change each Support Contact once per year for no additional fee. Camunda shall have no obligation to address Support and Maintenance Services inquiries from anyone other than Customer's Support Contacts

Support and Maintenance Services means the services described in Schedule 1 to the Minimum Terms (Support and Maintenance Services). Support and Maintenance Services are part of a Subscription.

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 or a workaround exists that minimises impact to Customer's operations,. A request is processed as Support Request provided that it concerns the functionality of the Software.

Technical Account Management (TAM) means technical assistance provided by a Camunda team member to Customer as part of an Enterprise Success Plan, which is purchased by the Customer via an Order Form. TAM may include, but is not guaranteed to include unless explicitly agreed to between the Parties, technical kick-off sessions, technical enablement planning, quarterly or on-demand technical check-in calls, yearly or on-demand health check workshops, availability of a technical expert (referred to as a technical account manager) for technical advice, guidance and recommendations, planning / scoping of technical expert knowledge sessions with Camunda consultants, and active tracking of support requests. TAM does not include implementation of a project or use case.

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 the Minimum Terms 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 Schedule 2 (Consulting Services and Trainings) hereto.

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

## 2. Services

### 2.1 Provision of Support and Maintenance Services

2.1.1 During the applicable Subscription Term, Camunda will provide Customer with Support and Maintenance Services for the Software according to Schedule 1 to the Minimum Terms (Support and Maintenance Services). Support and Maintenance Services will be delivered to Customer remotely, electronically, through the internet, and when applicable, depending on the purchased SLA, via telephone. For the avoidance of doubt, Support and Maintenance Services are not delivered in person at Customer's facilities.

2.1.2 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 these Minimum Terms and (ii) such Contractors are contractually bound to obligations that reasonably protect Camunda's intellectual property and Confidential Information.

### 2.2 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, via the Reseller, Consulting Services and Trainings pursuant to the terms of Schedule 2 (Consulting Services and Trainings) hereto.

## 2.3 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 by the Customer. Access to the Customer's information system resources and networks shall not include: (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.

## 2.4 Access to Camunda Academy and Camunda Success Center

2.4.1 Subject to Customer's compliance with the terms of this Agreement, Camunda provides to Customer, during the term of the Agreement, a right to access, register for, view, interact with, and use Camunda Success Center, Camunda Academy, and any information and content incorporated into or used by either, only as necessary to enable Customer to receive and consume the information provided by Camunda and interact with Camunda. All other uses are expressly prohibited. Except if expressly stated otherwise herein, Camunda does 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 or Camunda Success Center or any information and content incorporated into either except as provided for herein.

2.4.2 Notwithstanding the preceding paragraph, nothing in this Section is intended to change or restrict the terms of any open source, free software or public license applicable to 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 ("Repository Materials"). 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).

2.4.3 The information and content incorporated into or used by Camunda Academy or Camunda Success Center 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 such. 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.

2.4.4 In accessing Camunda Academy and Camunda Success Center, the Customer shall:

2.4.4.1 use commercially reasonable efforts to prevent unauthorized access to or use of Camunda Academy and Camunda Success Center, 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 or Camunda Success Center. End Users means Customer's employees, authorized representatives and agents (including vicarious agents);

2.4.4.2 only allow Customer's End Users to use Camunda Academy and Camunda Success Center and review information provided by Camunda and interact with Camunda support, causing them to comply with this Agreement;

2.4.4.3 be solely responsible and liable for all activity conducted by it through Customer's account in connection with Camunda Academy and Camunda Success Center;

2.4.4.4 promptly notify Camunda if it becomes aware of, or reasonably suspect any security breach relating in any way to Camunda Academy or Camunda Success Center, including any loss, theft, or unauthorized disclosure or use of Customer's (or any of its End Users') username, password, or account;

2.4.4.5 otherwise access Camunda Academy and Camunda Success Center only in compliance with the applicable laws.

#### 2.4.5 Customer shall not:

2.4.5.1 use Camunda Academy or Camunda Success Center 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;

2.4.5.2 attempt to gain unauthorized access to Camunda Academy or Camunda Success Center, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of Camunda Academy or Camunda Success Center;

2.4.5.3 authorize, permit, or encourage any End User or third-party to do any of the above;

2.4.5.4 post or transmit through Camunda Academy or Camunda Success Center, 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 or Camunda Success Center.

2.4.6 Customer's access to Camunda Academy and Camunda Success Center 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 and Camunda Success Center, 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 Success Center. 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 Success Center.

2.4.7 Camunda may immediately and without notice terminate or suspend Customer's right to access and use Camunda Academy or Camunda Success Center if access to such is (i) deemed unlawful, (ii) collides against any mandatory internal policies of Camunda which may, inter alia, restrict the access to Camunda Academy or Camunda Success Center for Customers and/or end users seated or located in countries that, at any given time, may qualify as a 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 or Camunda Success Center pursuant to this clause.

2.4.8 Camunda may from time to time provide updates to Camunda Academy or Camunda Success Center or features of such. Such updates shall be implemented automatically without any notice to the Customer. Features and functionality of Camunda Academy and Camunda Success Center are subject to change at Camunda's sole discretion.

#### 2.5 Services Warranty

Camunda warrants that it will perform the Services as specified in the Order Form, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Camunda's sole obligation, and Customer's exclusive remedy, shall be for Camunda to reperform the applicable Services. Any claims for damages are subject to the limitations set forth under Section 8 ( Liability).

#### 2.6 Disclaimer of Service Warranty

THE SERVICES REPRESENT AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. EXCEPT AS SET FORTH IN SECTION 7 BELOW OR IN SCHEDULE 1 TO THE MINIMUM TERMS (SUPPORT AND MAINTENANCE SERVICES), THE SERVICES ARE DELIVERED "AS IS", WITH NO WARRANTIES OF ANY KIND. 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 SERVICES OR ANY 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.

## 2.7 Exclusion of other Services

Except to the extent expressly set forth in these Minimum Terms 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 Schedule 1 to the Minimum Terms (Support and Maintenance Services)) outside the Permitted Usage or the agreed upon SLA or for any components of the Software, which the Customer did not receive or which was made accessible to the Customer as part of the Software under the applicable Order Form.

# 3. Confidential Information

## 3.1 Definition

**“Confidential Information”** means any information disclosed by either Party (the **“Discloser”**) to the other Party (the **“Recipient”**), in any form or medium that the Discloser considers confidential, whether or not marked, designated or otherwise identified as “confidential”. Confidential Information shall be deemed to include in particular. Trade Secrets, products, manufacturing processes, know-how, inventions, business relations, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data), any documents and information of the Discloser which are subject to technical and organizational secrecy measures and which are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission. Without limiting the foregoing: (i) each Party’s product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such Party’s Confidential Information, and (ii) each of the source code to the Software and the Documentation shall be deemed to be Camunda’s Confidential Information. Confidential Information will not, however, include any information which (a) was publicly known or made generally available in the public domain prior to the time of disclosure by the Discloser; (b) becomes publicly known and made generally available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient and/or without breach of a confidentiality obligation; (c) is already in the possession or comes into the possession of the Recipient where such possession is not the result of a breach of confidentiality, in each case, as shown by the Recipient’s files and records immediately prior to the time of disclosure; or (d) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information, as shown by document and other competent evidence in the Recipient’s possession. Confidential Information may be disclosed to Recipient by the Discloser or Discloser’s Affiliates, advisors, and Representatives and also by the Reseller.

## 3.2 Non-Use and Non-Disclosure

Except to the extent authorized in writing by the Discloser (including in these Minimum Terms), the Recipient shall hold in confidence and not use or disclose any Confidential Information of the Discloser to any Third Party other than the Reseller, its Affiliates and Representatives, having a need to know, provided that the last (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. The Recipient is prohibited from obtaining Confidential Information by means of so-called Reverse Engineering. **“Reverse Engineering”** shall mean all actions, including observing, testing, examining and disassembling or reassembling with the purpose of obtaining Confidential Information. The Recipient shall refrain from exploiting or imitating Confidential Information outside the scope of its purpose in any manner whatsoever (in particular by means of Reverse Engineering) or having it exploited or imitated by third parties and, in particular, from applying for intellectual property rights – in particular trademarks, designs, patents or utility models – to the Confidential Information. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and

unauthorized use of the Confidential Information of the other Party and to comply with the legal and contractual provisions on data protection when processing the Confidential Information. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.

### 3.3 Compelled Disclosure

The Recipient or any of its 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 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 the provisions of Sections 16 et seq. of the German Trade Secrets Act are applied.

### 3.4 Return of Confidential Information

Upon expiration or termination of these Minimum Terms 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 these Minimum Terms.

## 4. Data Protection

Both Parties will comply with the European data protection laws, including but not limited to the 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 End-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, it shall notify Camunda in advance so that the Parties can incorporate a data processing agreement ("**DPA**") as an exhibit to these Minimum Terms based on <https://legal.camunda.com/dpa> 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.

## 5. 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 these Minimum Terms. These Minimum Terms do 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 these Minimum Terms.

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.

## 6. Infringement

### 6.1 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 (i) finally awarded against by a court of competent jurisdiction or (ii) settled with the consent of Camunda and in both cases payable by Customer in any such Infringement Claim. 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 these Minimum Terms, infringes (a) a copyright or trade secret of any Third Party or (ii) a patent of any Third Party in a country that is a party to the Patent Cooperation Treaty.

### 6.2 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 these Minimum Terms; 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 material loss of functionality.

### 6.3 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 acknowledging the alleged infringement of the intellectual property right 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.

### 6.4 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 provide to the Customer a pro-rated refund of the prepaid and unused fees in relation to the applicable Subscription Term.

### 6.5 Exclusivity

THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CAMUNDA'S SOLE OBLIGATION, FOR A THIRD-PARTY CLAIM THAT ANY SOFTWARE, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## 7. Warranty

7.1 Subject to each of the other provisions in this Section, Camunda warrants, solely to the Customer, 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 these Minimum Terms and the associated 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.

7.2 Camunda's warranty provided in Section 7.1 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 has been altered, except by or on behalf of Camunda; (iii) the Software has not been used or operated in accordance with these Minimum Terms and/or the Documentation; or (iv) the Software is used on systems not meeting specifications identified by Camunda in the Documentation.

7.3 THE SERVICES REPRESENT AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. EXCEPT AS SET FORTH IN SECTIONS 7.1 AND 7.2, 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 THESE MINIMUM TERMS. 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 THESE MINIMUM TERMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMUNDA, ITS DISTRIBUTORS, AGENTS, CONTRACTORS OR EMPLOYEES INCREASES THE SCOPE OF THIS WARRANTY.

## 8. Liability

### 8.1 Excluded Damages

EXCEPT FOR ANY LIABILITY RESULTING FROM A BREACH OF THE CONFIDENTIALITY UNDERTAKINGS HEREUNDER, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES 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 THESE MINIMUM TERMS. 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.

NOTHING IN THESE MINIMUM TERMS 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.

## 8.2 Damages Cap

EXCEPT FOR ANY LIABILITY ARISING FROM (I) A VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER THESE MINIMUM TERMS OR (II) CAMUNDA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES 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.

## 8.3 Basis of the Bargain

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.

# 9. Export, Human Rights, and Anti-Corruption

## 9.1 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; or (v) 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).

## 9.2 Compliance Human Rights

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.

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

# 10. Miscellaneous

### 10.1 Assignment

Camunda may assign these Minimum Terms 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, however, neither Party shall assign, transfer or sublicense any obligation or benefit under these Minimum Terms or any Order Form without the written consent of the other Party, which consent by Camunda will not be unreasonably withheld in the event of the merger or sale of all or substantially all of the business or assets of Customer. Notwithstanding the foregoing, Camunda may assign or transfer these Minimum Terms or any Order Form or parts of the rights and obligations of these Minimum Terms or any Order Form solely to Camunda's Affiliates, without the requirement of Customer's consent.

### 10.2 Sub-contracting

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

### 10.3 Notices

All notices under these Minimum Terms 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 shall be in writing, and shall be personally delivered or sent by prepaid certified or registered mail to the address of the Party to whom notice is being provided or such other address as such Party last provided to the other by written notice. Camunda reserves the right to send you essential communications related to the Services, including operational updates and other information necessary to provide and support the Services, at the email address provided to Camunda on an applicable Order Form, any Customer portal page provided by Camunda to Customer, or as communicated in writing by Customer to Camunda. Such communications are required in order for Camunda to effectively deliver the Services and ensure high value customer support. For non-essential communications, such as marketing emails, you may opt out by emailing [customer-success@camunda.com](mailto:customer-success@camunda.com).

### 10.4 No Waiver

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

### 10.5 Severability

If any provision of these Minimum Terms is invalid in law, this shall be without prejudice to the legal effectiveness of the other parts of these Minimum Terms. 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 these Minimum Terms. The same shall apply in the event of any omission from these Minimum Terms.

### 10.6 Conflict Resolution

If a conflict arises between the Parties out of or in connection with these Minimum Terms or the use of the Software, the Parties shall first seek an amicable settlement. In the event of disputes arising out of or in connection with these Minimum Terms or the use of the Software, the Parties undertake to conduct mediation in accordance with the ICC Mediation Rules before resorting to a court of law within the meaning of these Minimum Terms. 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.

### 10.7 Amendments

These Minimum Terms 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.

### 10.8 Customer Reference

10.8.1 The Customer grants to Camunda, during the term of these Minimum Terms and any Order Form, 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 these during the term of these Minimum Terms, except as required by applicable law.

10.8.2 Utilization of the Customer reference shall include the following:

- 1. *Logo and Brand Name*: Camunda has permission to display Customer's logo and brand name on Camunda's Marketing Materials.
- 2. *Company Description*: Camunda has permission to display Customer's company description (including Customer's industry branch and business scope) on Camunda's Marketing Materials.
- 3. *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.
- 4. *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.
- 5. *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.
- 6. *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.

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.

10.9 Camunda Entity, Governing Law and Venue

The Camunda entity bound by these Minimum Terms, the law governing these Minimum Terms and any non-contractual obligations, disputes or lawsuits arising out of or in connection with these Minimum Terms, 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. Accordingly, any dispute, legal action or proceeding arising out of or relating to these Minimum Terms 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 bound by the Minimum Terms	Governing law	Venue

1. The United States of America, Canada and Mexico	<b>Camunda, Inc</b> 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
2. Germany, Austria, Switzerland	<b>Camunda Services GmbH</b> Zossener Strasse 55-58, 10961 Berlin, Germany	German law, excluding both CISG and conflict of laws provisions	Berlin, Germany

3. France, Spain, Portugal	<b>Camunda Services GmbH</b> Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of France, excluding both CISG and conflict of laws provisions	Paris, France
4. United Kingdom	<b>Camunda Ltd</b> 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
5. The Netherlands	<b>Camunda Services GmbH</b> Zossener Strasse 55-58, 10961 Berlin, Germany	Dutch law, excluding both CISG and conflict of laws provisions	Amsterdam, the Netherlands
6. Singapore	<b>Camunda Pte Ltd</b> 16 Raffles Quay, #33-03 Hong Leong Building Singapore 048581	The laws of Singapore, excluding both CISG and conflict of laws provisions	Singapore
7. APAC (except Singapore)	<b>Camunda Pte Ltd</b> 16 Raffles Quay #33-03 Hong Leong Building Singapore 048581	The laws of England and Wales, excluding both CISG and conflict of laws provisions	Singapore



8. LATAM (except Mexico)	Camunda Services GmbH  Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of the State of Delaware and controlling United States federal law	Delaware, USA
9. Rest of the World*  * “Rest of the World” means all countries except those mentioned above under 1 to 8	<b>Camunda Services GmbH</b>  Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England

# 11. Regional Terms

Customer agrees to the following modifications to these Minimum Terms if Customer’s domicile is in the regions as described below:

## 11.1 The United States of America, Canada and Mexico

Two new Sections, Sections 10.10 (High Risk Activities) and 10.11 (U.S. Government), are added to the Minimum Terms:

### “10.10 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.*

### 10.11 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 these Minimum Terms and any applicable license agreement for the Software.”*

## 11.2 Germany, Austria, Switzerland

11.2.1 Section 3.1 (Definition) is replaced as follows:

### “3.1 Definition

**“Confidential Information”** means any information disclosed by either Party (the **“Discloser”**) to the other Party (the **“Recipient”**), in any form or medium that the Discloser considers confidential, whether or not marked, designated or otherwise identified as “confidential”. Confidential Information shall be deemed to include in particular: Trade Secrets, products, manufacturing processes, know-how, inventions, business relations, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data), any documents and information of the Discloser which are subject to technical and organizational secrecy measures and which are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission. Without limiting the foregoing: (i) each Party’s product road maps, product development plans,

*pricing, business plans, customer lists, business and financial information shall be deemed to be such Party's Confidential Information, and (ii) each of the source code to the Software and the Documentation shall be deemed to be Camunda's Confidential Information. Confidential Information may be disclosed to Recipient by the Discloser or Discloser's Affiliates, advisors, and Representatives and also by the Reseller.*

*Without prejudice to any rights it may have under the German Trade Secret Act, the Discloser shall have all property rights, rights of use and exploitation rights with respect to the Confidential Information, unless otherwise provided in these Minimum Terms. 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 Section 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 Section on Confidential Information. Confidential Information will not, however, include any information which (a) was publicly known or made generally available in the public domain prior to the time of disclosure by the Discloser; (b) becomes publicly known and made generally available after disclosure by the Discloser to the Recipient through no action or inaction of the Recipient and/or without breach of a confidentiality obligation; (c) is already in the possession or comes into the possession of the Recipient where such possession is not the result of a breach of confidentiality, in each case, as shown by the Recipient's files and records immediately prior to the time of disclosure; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, as shown by document and other competent evidence in the Recipient's possession."*

11.2.2 Section 8 (Liability) is replaced as follows:

## **"8. Liability**

### **8.1 Limitation of Liability**

*8.1.1 In cases involving a simple negligent breach of Primary Obligations, Camunda's liability shall be limited to replacement of the foreseeable damage typically occurring. Primary Obligations are such basic duties which form the essence of the agreement, which were decisive for the conclusion of the agreement and on the performance of which the Parties may rely. Other than this, Camunda's liability for simple negligent breaches of accessory contractual obligations is excluded.*

*8.1.2 In no event will the total liability of either Party and its Affiliates in connection with the Minimum Terms 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.*

### **8.2 Limitations**

*The limitation of liability set out in Section 8.1 above shall not apply to: (i) indemnification obligations under Section 6 (Infringement) of these Minimum Terms, (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 these Minimum Terms or (vi) liability under the Product Liability Act.*

### **8.3 Strict liability**

*A strict liability of Camunda in accordance with § 535a para. 1 of the German Civil Code (in German: Bürgerliches Gesetzbuch) is excluded.*

### **8.4 Statute of limitations**

*All contractual and non-contractual claims for damages or wasted expenditures against Camunda are subject to a limitation period of one (1) year. The commencement of the limitation period is governed by § 199 (1) of the German Civil Code. The limitation period shall end no later than five (5) years after the claim arises. This does not apply to intent, gross negligence or personal injury under the Product Liability Act.*

### **8.5 Applicability**

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

### **11.3 France, Spain and Portugal**

**11.3.1 Sections 8.1 (Excluded Damages) and 8.2 (Damages Cap) are deleted in their entirety and replaced with the following Sections:**

#### **"8.1. Limitation of Liability**

**Except for any liability under Section 3 (Confidential Information), under no circumstances shall either Party be liable to the other Party for any indirect damages arising from or related to these Minimum Terms, 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 these Minimum Terms.**

**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 these Minimum Terms 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.**

#### **8.2 Damages Cap**

**Except for any liability arising from (i) a violation of either Party's Intellectual Property Rights under these Minimum Terms 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 under the relevant Order Form 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 under the relevant Order Form during the 12 months preceding the date of claim."**

### **11.4 United Kingdom, APAC (except Singapore) and Rest of the World**

Two new Sections, Sections 10.10 (Service of Process) and 10.11 (Rights of Third Parties), are added to the Minimum Terms:

#### **"10.10 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 these Minimum Terms, 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.*

#### **10.11 Rights of Third Parties**

*A person who is not a Party to these Minimum Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of these Minimum Terms."*

### **11.5 The Netherlands**

Two new Sections, Sections 10.10 (Service of Process) and 10.11 (Rights of Third Parties), are added to the Minimum Terms:

#### **"10.10 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 these Minimum Terms, a writ of summons 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 the Netherlands.*

#### 10.11 Rights of Third Parties

*A person who is not a Party to these Minimum Terms has no right to enforce or enjoy the benefit of any term of these Minimum Terms, except as otherwise stated in these Minimum Terms."*

#### 11.6 Singapore

Two new Sections, Sections 10.10 (High Risk Activities) and 10.11 (Rights of Third Parties), are added to the Minimum Terms:

##### *"10.10 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.*

#### 10.11 Rights of Third Parties

*A person who is not a Party to these Minimum Terms has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of these Minimum Terms."*

## Schedule 1 to the Minimum Terms: Support and Maintenance Services

Terms not defined in this Schedule shall have the same meaning set forth in the Minimum Terms. 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:

1. provide onboarding services according to the purchased Customer Success Plan;
2. support Customer 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);
3. make available new Versions of the Software as outlined below; and
4. correct Errors and respond to Support Requests within the time periods as offered by Camunda in the purchased Customer Success Plan 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 the Minimum Terms 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 Trained 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:

1. Each Support Contact must have a working knowledge of the Software and Camunda's support processes; any Support Contact who does not meet this requirement shall be required to complete training designated by Camunda.
2. If an Error occurs, a Trained Support Contact shall immediately inform Camunda via the agreed upon reporting method (as set forth in Section 5 of this Schedule).
3. 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.
4. 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.
5. Customer shall cooperate with Camunda to provide Camunda with sufficient time and the opportunity to carry out the necessary work.
6. 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 the Minimum Terms.
7. 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.
8. 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.

### 4. Excluded Services

Support and Maintenance Services under the Minimum Terms do not include any of the following:

1. Support and Maintenance Services on Customer's premises,
2. Support and Maintenance Services for any Version of the Software modified by Customer,
3. installation on Customer's hardware for the purpose of achieving initial operational readiness of the Software,
4. 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,
5. programming services to integrate the Software with products of Customer or Third Parties,

6. support of adaptations and extensions of the Software programmed by Customer,
7. Support and Maintenance Services for the integration of the Software into the data processing environment of Customer,
8. introduction and training of Customer's employees in the use of the Software,
9. recommendation of action for the optimal use of the Software,
10. 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,
11. any Support and Maintenance Services for any components that Customer did not receive as part of the Delivery of the Software, or
12. 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 the Minimum Terms 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 Minimum Terms, with the purchase of a Subscription, Camunda will respond to Errors according to the SLA provided under the purchased Customer Success Plan 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.

### Essential Success Plan (Digital Self Service)

Severity Level	Availability Times	Response Times	Reporting Method
1 (Critical Error)	8x5	8 Business Hours	Ticketing System
2 (Major Error)	8x5	8 Business Hours	Ticketing System
3 (Support Requests)	8x5	16 Business Hours	Ticketing System

### Advanced Success Plan (Guided Assistance)

Severity Level	Availability Times	Response Times	Reporting Method
1 (Critical Error)	24x7	2 Hours	24x7 Support Hotline
2 (Major Error)	8x5	8 Business Hours	Ticketing System



3 (Support Requests)	8x5	16 Business Hours	Ticketing System
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**Enterprise Success Plan (Engaged Success).**

Severity Level	Availability Times	Response Times	Reporting Method
1 (Critical Error)	24x7	30 minutes	Support Hotline
2 (Major Error)	24x7	2 Business Hours	Support Hotline
3 (Support Requests)	8x5	8 Business Hours	Ticketing System

## Schedule 2 to the Minimum Terms: Consulting Services and Trainings

Subject to Customer's compliance with these Minimum Terms (including this Schedule) 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 Schedule.

Capitalized terms used but not defined in this Schedule shall have the meaning ascribed to them in the Minimum Terms.

The Customer may order Consulting Services and Trainings via the Reseller through the same Order Form as the Subscription or by signing a separate Order Form.

### **Part I: Consulting Services**

#### **1. Delivery and Performance of the Consulting Services**

1.1 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.

1.2 While the default delivery mode of Consulting Services is remote, specific hours or days of on-site Consulting Services may be agreed 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, the specific location, and the cost of such Consulting Services shall be agreed upon between Camunda and the Reseller (in consultation with the Customer).

1.3 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.

1.4 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.

1.5 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. Any Consulting Services not utilized within the specified period of performance will expire without replacement or refund.

1.6 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 Minimum Terms, including this Schedule.

## **2. Warranties**

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

## **3. 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**

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.

## **2. Provision of Trainings**

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

2.1 Camunda offers two types of Trainings:

- 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, purchased via an Order Form and facilitated by a dedicated instructor. Instructor-Led Trainings are delivered on-site or remotely via Camunda Academy.

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

2.3 Trainings can be free of charge or paid.

## **3. 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.

## **4. Cancellation of Trainings by Camunda**

4.1 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.

4.2 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.

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

4.4 If a paid Training is cancelled due to an event of force majeure, 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.

4.5 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.

## **5. 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.

# Schedule 3 to the Minimum Terms: Camunda Self-Managed Enterprise

[Note: this Schedule only applies if the Customer purchases a Camunda Self-Managed Enterprise Subscription]

This Schedule applies to all Subscriptions concluded on the basis of the Minimum Terms and classified as a Camunda Self-Managed Enterprise Subscription. In case of a conflict between this Schedule and any other clause of the Minimum Terms, the terms of this Schedule 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 sign-in credentials to download and use the Software. For purposes of the applicable Order Form, the Software will be deemed to have been delivered to Customer upon provision of such sign-in credentials (“**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. Such Renewal Term shall be deemed delivered on the first day of the then-current Subscription 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 the Minimum Terms, 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 solely in the context of performing services on behalf of Customer and subject to all of the restrictions of the Minimum Terms (including but not limited to the license restrictions found in the Minimum Terms, the confidentiality obligations, and the export regulations), (iv) permit Affiliates to use the Solution Package without passing on the sign-in credentials, and (v) offer the Solution Package to Affiliates or Third Parties as software-as-a-service or “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 the Minimum Terms, 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 authorized 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 or by sign-in credentials; (vi) exceed the Permitted Usage; (vii) use the Software other than in accordance with the Minimum Terms 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 included in the Software are determined by the applicable Public Software license and not the Minimum Terms. Camunda cannot or does not control, and cannot negotiate or change, the terms of the applicable Public Software licence. Despite the foregoing, no Public Software applicable to software programs included in the Software will restrict the licensed rights otherwise granted to the Customer under the Minimum Terms. Any Third-Party 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 licenses included in the Software.

# 3. Reporting

## 3.1 Reporting

Customer agrees to promptly notify Camunda in writing if Customer uses more PI, Tenants or STP Tenants than the number of PI, Tenants or STP-Tenants agreed for the Subscription ("**Excess Usage**"). In case of Excess Usage, the Parties will agree to conclude an upgrade Order Form that covers this Excess Usage. After each 3 months term of a Subscription, Customer will report the number of used PI, Tenants and STP-tenants within twenty-one (21) days via email to Camunda.

## 3.2 Auditing

For the term of the Minimum Terms and for a period of one (1) year after termination or expiration of these Minimum Terms 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. If enabled, Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications and any Third Party products, as necessary to provide and improve Camunda Self-Managed Enterprise and the Services to Customer. Camunda will use the Telemetry Data subject to applicable law. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda SaaS Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

# Schedule 4 to the Minimum Terms: Camunda SaaS Enterprise

[Note: this Schedule only applies if the Customer purchases a Camunda SaaS Enterprise Subscription]

This Schedule to the Minimum Terms applies to all Subscriptions concluded on the basis of the Minimum Terms and classified as a Camunda SaaS Enterprise Subscription. In case of a conflict between this Schedule and any other clause of the Minimum Terms, the terms of this Schedule will prevail.

# 1. Definitions

Definitions not otherwise defined in the Minimum Terms 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 Reseller's invoice in accordance with Section 8 of this Schedule.

Availability Targets are the guaranteed Monthly Uptime Percentages set forth in Section 8 of this Schedule. 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:

1. Suspension of Customer's use of Camunda SaaS Enterprise in accordance with the Minimum Terms;
2. Customer's use of Camunda SaaS Enterprise outside the Hosting Packages;
3. Customer's breach of the Minimum Terms or unauthorized actions through Customer's Account;
4. factors outside of Camunda's reasonable control, including but not limited to any Event of Force Majeure, Customer's systemic internet issues, Customer's inadequate bandwidth, and any other act or omission of any third party services, hardware or software provider; for the purpose of this Schedule, "**Event of Force Majeure**" means any causes beyond Camunda's reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority;
5. Customer's failure to use Camunda-supported clients with acceptable configuration values as defined in the Documentation;
6. 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;
7. Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures;
8. Any:
  - a. scheduled Maintenance Work that takes place upon at least five (5) days' notice;
  - b. 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;



c. updates to Clusters initiated by Customer;

9. 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.

Reseller means the legal entity purchasing a Subscription from Camunda for the purpose of reselling it to the Customer pursuant to a Product Purchase Agreement.

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 fee agreed between Camunda and the Reseller 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 immediately 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, nor for any damages of any kind arising from such acts or omissions. Subject to these Minimum Terms and its other Schedules, 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 these Minimum Terms, 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, 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 under the Minimum Terms) for any harm or damage arising out of or in connection with a Alpha Offering, which is provided “as is”, exclusive of any warranty whatsoever.

### 3. Restrictions

3.1 Customer shall not: (i) execute or attempt to execute any Malware in Camunda SaaS Enterprise or use or attempt to use Camunda SaaS Enterprise to transmit Malware; (ii) use Camunda SaaS Enterprise to store or distribute any information, material or data that is harassing, threatening, infringing, libellous, unlawful, obscene, or which violates the rights of any third party; (iii) use Camunda SaaS Enterprise to compete against Camunda; (iv) use Camunda SaaS Enterprise for purposes of monitoring performance or functionality (for example via penetration testing) other than for the purposes of measuring Downtime, or for any other benchmarking or competitive purposes including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, make access to Camunda SaaS Enterprise through Customer's Account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon Camunda SaaS Enterprise; (vii) interfere with or disrupt the integrity, security or performance of Camunda SaaS Enterprise or Third Party data contained therein; (viii) attempt to gain unauthorized access to Camunda SaaS Enterprise or any associated systems or networks; or (ix) modify, make derivative works of, disassemble, decompile or reverse engineer Camunda SaaS Enterprise or any component thereof; (x) perform or attempt to perform any actions that would prevent use of Camunda SaaS Enterprise by Camunda's other licensees or customers.

3.2 If Camunda believes, in its sole discretion, that Customer has violated or attempted to violate these Minimum Terms, that the use of Camunda SaaS Enterprise by Customer represents a material security risk or that Customer uses an unsupported Version as specified in Section 2 of Schedule 1, 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 these Minimum Terms, 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/or (iv) of paragraph 3.1 of this Section.

### 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 Schedule. 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 THE MINIMUM TERMS, 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

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 Schedule 1 of these Minium Terms). 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:**

Availability Target 99%	Availability Service Credit
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>
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%

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.

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 issued to the Reseller related to this Subscription. In case the Customer fails to provide the request and other information as required above, Camunda will not provide any Availability Service Credits. Availability Service Credits are not refundable in cash and can only be used as a credit against future invoices issued by Camunda to the Reseller. Availability Service Credits are exclusive of any applicable taxes charged to Reseller 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.