

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

1. Definitions

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

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

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

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

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

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

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

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

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 Exhibit A.

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

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

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

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

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.

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

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 this Agreement. A Major Release generally contains features and bug fixes. A Major Release may contain incompatible API changes.

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

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

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 ordering document pursuant to which Customer purchases a Subscription and/or Consulting Services and Trainings under this Agreement.

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

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

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

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

Public Software means software (including but not limited to any libraries, utilities or other software programs or components or portions thereof) licensed under any license that provides for free software, source-available software, open-source software, or a similar licensing model. Public Software licenses include, but are not limited to the Apache 2.0 license, the MIT license, the Camunda License (<https://github.com/camunda/camunda/blob/main/licenses/CAMUNDA-LICENSE-1.0.txt>), or the bpmn.io license (<https://bpmn.io/license/>). Public Software provided to Customer under this Agreement may include Third-Party Public Software.

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

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

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

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

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

SLA means the agreed service levels as set out in Exhibit A and laid down in the applicable Order Form.

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

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

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

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

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

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

Support 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 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.

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

Support and Maintenance Services means the services described in Exhibit A to this Agreement. Support and Maintenance Services are part of a Subscription.

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 this Agreement and who is not an Affiliate of any of the Parties.

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

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

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

2. Subject Matter

This Agreement sets forth the rights and obligations of the Parties with respect to the provision of Subscriptions and Services through the conclusion of Order Forms.

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

3. Subscription

3.1 Information

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

3.2 Subscription Upgrades

Customer may at any time request an Order Form (hereinafter referred to as “**Upgrade Order Form**”) allowing the Customer to purchase Subscription Upgrades such as increased Permitted Usage, additional Hosting Packages (as part of a Camunda SaaS Enterprise), upgrade to a higher Customer Success Plan tier, and others (“**Subscription Upgrades**”). Upon execution of such Upgrade

Order Form, Camunda will provide the Customer with an invoice (i) in case of increased Permitted Usage, for the new Fees less the Fees already paid for the current Subscription Term. If the Customer exceeds the Permitted Usage for a Subscription ("**Excess Usage**") Customer is obligated to notify Camunda and Camunda shall invoice Customer for such Excess Usage. In addition, the Subscription will be adjusted to the proper tier at the next renewal.

3.3 Purchase Order

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

3.4 Documentation

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

3.5 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 this Agreement. This Agreement does not convey to the Customer any rights of ownership in or related to the Software or rights of ownership in any intellectual property rights related to this Agreement.

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

4. Services

4.1 Provision of Support and Maintenance Services

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

4.1.2 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 this Agreement and (ii) such Contractors are contractually bound to obligations that reasonably protect Camunda's intellectual property and Confidential Information.

4.2 Provision of Consulting Services and Trainings

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

4.3. Restrictions on Services

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

4.4 Exclusion of other Services

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

4.5 Access to Camunda Academy and Camunda Success Center

- a) 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.
- b) 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).
- c) 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.
- d) In accessing Camunda Academy and Camunda Success Center, the Customer shall:
 - i) 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);
 - ii) 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;

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

iv) 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;

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

e) Customer shall not:

i) 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;

ii) 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;

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

iv) 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.

f) 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.

g) 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.

h) 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.

5. Fee

5.1 Payments

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

5.2. Taxes

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

5.3 Prices

The Fees payable by Customer will be set out in the applicable Order Form. Camunda reserves the right to change its Fees under this Agreement and to apply automatic fee increases where expressly stated in the applicable Order Form; however, no change to Fees will apply to Customer with respect to any then-current contractually agreed Minimum Term, except to the extent expressly provided for in the applicable Order Form (including, for example, pursuant to an annual fee adjustment or similar uplift).

5.4 Payment through a Paying Agent

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

6. Confidential Information

6.1 Definition

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

6.2 Disclosure and Use Exception

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

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

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

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

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

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

6.3 Compelled Disclosure

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

6.4. Return of Confidential Information

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

7. Data Protection

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

If Customer nevertheless transmits or shares or intends to transmit or share any other personal data of its employees or end customers, that require a data processing agreement ("DPA") under the applicable law, it shall notify Camunda in advance so that the Parties can incorporate a DPA as an Exhibit to this Agreement based on the <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.

8. Infringement

8.1 Obligation

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

8.2 Exclusions

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

8.3 Conditions

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

8.4 Remedies

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

9. Warranty

9.1 Performance

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

9.2 Services Warranty

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

9.3 Limitation of Warranties

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

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

10. Liability

10.1 Excluded Damages

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

10.2 Damages Cap

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

10.3 Applicability

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

11. Term and Termination

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

11.1 Term of the Agreement

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

11.2 Termination

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

12. Export, Human Rights, and Anti-Corruption

12.1 Export

The Software may be subject to export laws and regulations of the United States, the European Union, the United Kingdom, the

Federal Republic of Germany and other jurisdictions. Both Parties represent and warrant that they or any of their Affiliates (i) is not a Prohibited Entity, or (ii) has not taken and will not take any action, directly or indirectly, that would result in a violation of Sanctions, or that would otherwise cause the other Party or its Affiliates to violate Sanctions.

For purposes of this Section, "**Sanctions**" means to the extent applicable to the Parties, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, or trade embargoes administered or enforced from time to time by (i) the United States, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State,

or the U.S. Department of Commerce, or through any existing or future Executive Order; (ii) the United Nations Security Council; (iii) the European Union; (iv) the United Kingdom; (v) Singapore or (vi) any other government authority with jurisdiction over the Parties. **“Prohibited Entity”** means (i) a person (an entity or an individual) on any list of targets designated pursuant to any Sanctions, (ii) a person, countries, or territories that are the target of any territorial or country-based Sanctions programs, or (iii) a person owned or controlled by any person covered by (i), or (ii).

12.2. Compliance

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

Each Party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, the German Act to Combat Corruption of 2015, the French SAPIN 2 laws, and similarly applicable anti-corruption and anti-bribery laws.

13. Miscellaneous

13.1 Assignment

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

13.2 Sub-contracting

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

13.3 Notices

All notices under this Agreement shall be delivered by email; if to Camunda at customer-success@camunda.com; if to Customer at the email address provided to Camunda on the applicable Order Form, any Customer portal page provided by Camunda to Customer or as communicated in writing by Customer to Camunda. Any notices which also require physical delivery per legal or regulatory requirement shall be personally delivered or sent by prepaid certified or registered mail to the address of the Party as listed in this Agreement or such other address as such Party last provided to the other by written notice. 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.

13.4 No Waiver

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

13.5 Severability

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

13.6 Amendments

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

13.7 Customer Reference

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

13.7.2 Utilization of the Customer reference shall include the following:

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

13.8 Entire Agreement

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

13.9 Force Majeure

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

13.10 Representation of Authority

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

13.11 High Risk Activities

The Software is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage (“**High Risk Activities**”). Accordingly, Camunda specifically disclaims any express or implied warranty of fitness for High Risk Activities.

13.12 U.S. Government

The Software and the Documentation are “commercial items”, as defined in 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.2702-4, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.2702-1 through 227.2702-4, as applicable, the commercial computer software and commercial computer software documentation are being licensed to U.S. government end users (a) only as commercial items and (b) with only those rights that are granted to all other end users pursuant to the terms and conditions set forth in this Agreement and any applicable license agreement for the Software.

14. Contracting Party, Governing Law, Venue and Conflict Resolution

The Camunda entity entering into this Agreement, the law governing this Agreement and any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled, as set forth below. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below and irrevocably waive any objection and defense which either may have to the bringing or maintenance of any such claim.

THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH

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

Customer Domicile	Camunda entity entering into this Agreement	Governing Law	Venue
1. The United States of America, Canada and Mexico	Camunda, Inc. 101 Montgomery Street, Suite 1900, San Francisco, CA 94104, USA	The laws of the State of Delaware and controlling United States federal law	Delaware, USA
2. Germany, Austria, Switzerland	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of Germany, excluding both CISG and conflict of laws provisions	Berlin, Germany
3. France, Spain, Portugal	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of France, excluding both CISG and conflict of laws provisions	Paris, France
4. United Kingdom	Camunda Ltd Moorcrofts LLP Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England
5. The Netherlands	Camunda Services GmbH Zossener Strasse 55-58 10961 Berlin, Germany	Dutch law, excluding both CISG and conflict of laws provisions	Amsterdam, the Netherlands
6. Singapore	Camunda Pte Ltd 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)	Camunda Pte Ltd 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	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England

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

15. Regional Terms

15.1 Regional Terms for Germany, Austria and Switzerland

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

(i) The second sentence in Section 11.2 of this Agreement is replaced with the following: *“Notwithstanding the above, Camunda may terminate this Agreement and the Subscription for non-payment by Customer of any Fees, unless Customer pays such Fees in full within sixty (60) days after receipt of Camunda’s written notice of non-payment.”*

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

(iii) The following sentence is added to Section 6.1 of this Agreement: *“The Recipient is aware that the Confidential Information described above has not previously been generally known or readily accessible, either in its entirety or in its details, and is therefore of commercial value and is protected by the Discloser through appropriate confidentiality measures. If a Confidential Information under this Agreement does not meet the requirements of a Trade Secret within the meaning of the German Trade Secret Act, such information shall nevertheless be subject to the obligations of this Agreement.”*

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

(v) Section 10 (Liability) of this Agreement is deleted in its entirety and replaced with the following:

“10. Liability

10.1 Limitation of liability

10.1.1 In the event of a breach of a material contractual obligations (in German: Kardinalspflichten) due to slight negligence, Camunda’s liability shall be limited to compensation for foreseeable, typically occurring damage. Material contractual obligations are those

fundamental obligations that constitute the essence of the Agreement, were decisive for the conclusion of the Agreement and on the fulfillment of which the Parties can rely.

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

10.2 Exclusion of Limitations

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

10.3 Strict liability

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

10.4 Statute of limitations

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

10.5 Applicability

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

(vi) Sections 13.11 and 13.12 are deleted.

15.2 Regional Terms for United Kingdom, APAC (except Singapore) and Rest of the World

Sections 13.11 (High Risk Activities) and 13.12 (U.S. Government) are deleted in their entirety and replaced with the following Sections:

"13.11 Service of Process

The Parties agree that in the event of a claim being commenced in relation to any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, a claim form and any other documents relating to such a claim will be served at the respective Parties' registered address even if such address is outside of England and Wales.

13.12 Rights of Third Parties

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

15.3 Regional Terms for France, Spain and Portugal

With respect to Customers domiciled in France, Spain or Portugal:

(i) Sections 10.1 (Excluded Damages) and 10.2 (Damages Cap) are deleted in their entirety and replaced with the following Sections:

"10.1 Limitation of Liability

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

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

Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by negligence of that Party, its officers, employees, contractors or agents, fraud or fraudulent misrepresentation, gross negligence, willful misconduct or any other warranties, conditions, obligations or duties for which the Parties cannot legally limit their liability under such mandatory law.

10.2 Damages Cap

Except for any liability arising from (i) a violation of either Party's Intellectual Property Rights under this Agreement or (ii) Camunda's indemnification obligations, in no event shall either Party be liable to the other Party under any Order Form for an amount that exceeds, in the aggregate, the amounts paid or payable by Customer during the 12 months preceding the date of claim.

In the case of Camunda's indemnification obligations, in no event shall Camunda be liable to Customer under any Order Form for an amount that exceeds, in the aggregate, two times (2x) the amounts paid or payable by Customer during the 12 months preceding the date of claim. The foregoing limitations will not limit Customer's and its Affiliates payment obligations under Section 5 (Fee) above."

(ii) Section 10.3 (Applicability) is deleted.

(iii) Section 13.9 (Force Majeure) is deleted in its entirety and replaced with the following Section:

"13.9 Force Majeure

Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, civil unrest, terrorism, cyber-attacks, general or unannounced strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority (an "Event of Force Majeure"). By express agreement between the Parties, those cases usually retained by the Civil Code and the jurisprudence of French courts are considered to be Events of Force Majeure."

(iv) A new Section, Section 13.10 (Independence), is added after Section 13.9 and shall read as follows:

"13.10 Independence

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

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

(v) Sections 13.11 (High Risk Activities) and 13.12 (U.S. Government) are deleted.

15.4 Regional Terms for the Netherlands

With respect to Customers domiciled in the Netherlands, Sections 13.11 (High Risk Activities) and 13.12 (U.S. Government) are deleted in their entirety and replaced with the following Sections:

"13.11 Service of Process

The Parties agree that in the event of a claim being commenced in relation to any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, a 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.

13.12 Rights of Third Parties

A person who is not a Party to this Agreement has no right to enforce or enjoy the benefit of any term of this Agreement, except as otherwise stated in the Agreement.”

15.5 Regional Terms for Singapore

With respect to Customers domiciled in Singapore, Section 13.12 (U.S. Government) is deleted in its entirety and replaced with the following Section:

“13.12 Rights of Third Parties

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this Agreement.”

15.6 Regional Terms for EU customers

15.6.1 The terms and conditions outlined in the [Data Act Addendum](#) shall apply to the extent a Software or Services constitute a Data Processing Service. Camunda may partially replace or amend the current version of the Data Act Addendum by any terms issued by the European Commission with respect to the switching of Data Processing Services as further required to comply with EU Regulation 2023/2854 (“Data Act”). For the purposes of this clause, “Data Processing Services” has the same meaning as in the Data Act.

15.6.2 If the Customer terminates a Subscription during the Minimum or Renewal Term after exercising its rights under the Data Act, Camunda shall refund to the Customer an amount equal to the Fees paid in advance for the period following the effective date of termination, minus any costs directly attributable to the performance of the Agreement that Camunda would have incurred by the end of the Minimum or Renewal Term but will not incur due to the early termination (“Early Termination Charges/Refund”).

16. AWS Marketplace Transactions

16.1 Scope

This Section 16 applies only where the Customer purchases or renews a Subscription or Services through the AWS Marketplace (each an “AWS Marketplace Transaction”). In the event of any conflict between this Section 16 and the remainder of the Agreement, this Section 16 will control solely with respect to such AWS Marketplace Transactions. This Agreement (together with the applicable Order Form, uploaded and accepted through the AWS Marketplace) sets forth the rights and obligations of the parties with respect to the subscription to the Software and/or Services through the placing of an order through the AWS Marketplace.

16.2 Contracting and Payment

- a. For AWS Marketplace Transactions, the sale is deemed made through Amazon Web Services, Inc. acting as reseller or billing agent, and Camunda Inc. (“Camunda”) is the third-party provider of the Software or Services.
- b. Customer’s payment and invoicing obligations are governed by the AWS Marketplace terms, and Customer shall pay all amounts due through AWS in accordance with AWS Marketplace billing procedures.

16.4 Renewals and Subscription Upgrades

Renewals or changes in Subscription quantity made through the AWS Marketplace shall be subject to Camunda’s then-current pricing, as reflected in a new or updated private offer or Order Form. Camunda will have the right to invoice the Customer for all additional usage and/or capacity if the Customer exceeds the Permitted Usage.

16.5 No Change to Core Terms

Except as expressly provided in this Section 16, all other terms and conditions of this Agreement (including license scope, intellectual property, confidentiality, data protection, and limitation of liability) remain unchanged and apply in full to AWS Marketplace Transactions.

Exhibit A “Support and Maintenance Services”

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

1. Scope

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

- i. provide onboarding services according to the purchased Customer Success Plan;
- ii. 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);
- iii. make available new Versions of the Software as outlined below; and
- iv. correct Errors and respond to Support Requests within the time periods as offered by Camunda as part of the applicable 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 this Agreement until a new Version is available. Whether a particular Version of the Software is supported at a particular time can be gathered from the Documentation. Camunda publishes new Versions of the Software from time to time via the download page at its sole discretion. As soon as Camunda provides a new Version, the Documentation shall also be adapted accordingly and Camunda will inform the 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:

- i. 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.
- ii. If an Error occurs, a Named Support Contact shall promptly inform Camunda via the agreed upon reporting method (as set forth in Section 5 of this Exhibit A).
- iii. 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.

- iv. 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.
- v. Customer shall cooperate with Camunda to provide Camunda with sufficient time and the opportunity to carry out the necessary work.
- vi. Unless not commercially reasonable to do so, Customer shall implement suggestions from Camunda on elimination of Errors, including, but not limited to, installation of Minor Releases, Patch Releases or hotfixes pursuant to this Agreement. Customer is solely responsible for the appropriate daily backup of its data in accordance with the importance of the respective data. This also applies in particular for all data Customer manages with the Software.
- vii. Any obligations of Camunda for Support and Maintenance Services do not extend to (i) Errors that are due to unauthorized modifications of the Software by Customer or a Third Party or (ii) Customer's failure to comply with this Section 3.

4. Excluded services

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

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

5. SLA

Subject to each of the other provisions of the Agreement, with the purchase of a Subscription, Camunda will respond to Errors according to the SLA provided under the Customer Success Plan purchased identified in the applicable Order Form 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	Support Service Window	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	Support Service Window	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

Enterprise Success Plan (Engaged Success)

Severity Level	Support Service Window	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

Exhibit B “Consulting Services”

Subject to Customer’s compliance with the Agreement (including this Exhibit) and timely payment of all applicable Fees, Camunda will provide Standard Consulting Services, Professional Services, and Trainings (together, the “Consulting Services”) to Customer as

described in the applicable Order Form. Capitalized terms used but not defined in this Exhibit have the meaning ascribed to them in the Agreement.

1. Consulting Services

1.1 Standard Consulting Services are advisory services (for example, expert sessions and workshops) that support Customer's use of the Software and, unless expressly stated in an Order Form, do not include specified deliverables, formal acceptance, or a fixed schedule.

1.2 Professional Services are project-based services (for example, implementation, configuration, customization, integration, migration, or other technical or functional work related to Camunda's products or infrastructure) described in an Order Form and a Statement of Work ("SOW"), and aimed at defined outcomes or deliverables. Timelines for Professional Services are estimates only, and Camunda will determine the manner and means of performing such services, in accordance with the agreed scope.

1.3 Trainings are courses provided via Camunda Academy, including (a) On-Demand Trainings (self-paced online) and (b) Instructor-Led Trainings (remote or on-site). During the Subscription Term, Customer may book and access free or paid Trainings via Camunda Academy as specified at <https://academy.camunda.com/>.

2. Delivery and Performance

2.1 Ordering. Customer orders Consulting Services under an Order Form that references the Agreement. In the event of any conflict between the Agreement and a Consulting Services Order Form, the terms of the applicable Consulting Services Order Form will control solely for the relevant engagement.

2.2 Standard of performance. Camunda will perform Consulting Services in a professional and workmanlike manner using appropriately skilled personnel.

2.3 On-site work and substitutions. When on-site Consulting Services are purchased, the applicable days or hours, location, and related costs (including travel) will be specified in the Order Form. If an assigned consultant or instructor is unable to attend a scheduled appointment or session, Camunda will propose either a replacement resource or an alternative date.

2.4 Scope changes. Any change to the scope, timeline, or deliverables, as defined in the applicable SOW (the "Deliverables"), that increases Camunda's effort will be documented in a written Order Form executed by the Parties and may result in corresponding adjustments to the Fees and schedule. Until such Order Form is executed, Camunda will perform solely in accordance with the originally agreed scope.

2.5 Acceptance. If an Order Form provides for Customer review of Deliverables, each Deliverable will be deemed accepted upon the earliest of: (a) Customer's written acceptance; (b) seven (7) days after delivery, unless Customer provides written notice of a material non-conformance within that period; or (c) any different acceptance procedure expressly set forth in the applicable SOW. For any verified material non-conformance, Camunda will use commercially reasonable efforts to correct and resubmit the applicable Deliverable, in which case the relevant acceptance period will recommence. Upon acceptance, Deliverables will be deemed final and the related Professional Services fully performed.

3. Customer Responsibilities

3.1 Customer responsibilities. Customer will provide timely access to information, systems, environments, test data, and personnel as reasonably required, designate a primary contact authorized to make binding decisions, and use best efforts to ensure that all information it provides is reliable, accurate, and complete. Camunda may rely on such decisions and information. Any delays or

additional effort resulting from Customer's failure to comply with the foregoing may result in adjustments to the project schedule and/or Fees.

3.2 Test/non-production environment (Professional Services). Customer will provide a suitable test or non-production environment so that the Deliverables and related work can be tested without impacting production operations. If such an environment is not provided, Camunda will have no liability for any disruptions, loss of service or revenue, or other loss or damage arising from or related to such omission.

4. Fees, Expenses, and Intellectual Property

4.1 Fees and expenses. Fees for Consulting Services are set out in the applicable Order Form or as otherwise agreed in writing and, except where expressly stated in this Exhibit or the Agreement, are non-refundable. Where on-site work is performed, Customer will reimburse Camunda for reasonable, pre-approved out-of-pocket expenses at actual cost without markup, supported by documentation. Consulting Services and Trainings must be used within the periods, timelines, or access windows stated in the applicable Order Form or Camunda Academy terms; any portion not utilized will expire without replacement, extension, or refund, unless otherwise expressly agreed in writing by the Parties.

4.2 Ownership of Professional/Consulting Deliverables. Except as expressly provided otherwise in an applicable Order Form, as between the Parties, Customer will own all right, title, and interest in and to the Deliverables. Such Deliverables will be created in the course of the Professional Services (including any modifications or derivative works thereof), excluding any Camunda Materials. "Camunda Materials" means Camunda's pre-existing or independently developed intellectual property, know-how, software, templates, scripts, tools, and any enhancements or derivatives thereof. Camunda retains all right, title, and interest in and to the Camunda Materials. To the extent any Camunda Materials are incorporated into or delivered with any Deliverable, Camunda hereby grants to Customer a worldwide, non-exclusive, royalty-free license to use such Camunda Materials solely as embedded in the Deliverables for Customer's internal business purpose in connection with Customer's authorized use of the Software. For the avoidance of doubt, no ownership interest in the Camunda Materials is transferred to Customer under this Agreement, and nothing in this Section grants Customer any right to access or use the Software after expiration or termination of the Subscription Term, even if such access or use is technically enabled by a Deliverable.

5. Cancellation and Postponement

5.1 Standard Consulting Services. Customer may postpone Standard Consulting Services appointments free of charge up to seven (7) calendar days before the agreed date. Thereafter, Camunda may charge 30% of the agreed rate for postponements.

5.2 Professional Services. Customer may postpone Professional Services free of charge up to fourteen (14) calendar days before the agreed date. Thereafter, Camunda may charge, calculated on total Professional Services Fees or the agreed daily rate: (a) 10% if postponed fewer than fourteen (14) calendar days before; (b) 20% if postponed fewer than seven (7) calendar days before; and (c) 80% if postponed fewer than two (2) calendar days before.

5.3 Trainings. Camunda may cancel or reschedule any paid Training, including any on-site Training for which fewer than four (4) participants have registered, by providing Customer with at least seven (7) calendar days' prior notice for remote Trainings and at least twenty-one (21) calendar days' prior notice for on-site Trainings. In such cases, Camunda will refund any Training fees paid for the affected Training within thirty (30) days of cancellation. If a paid Training is cancelled due to an Event of Force Majeure, instructor illness, or other circumstances beyond Camunda's reasonable control, Camunda will use commercially reasonable efforts to offer Customer an alternative date for the affected Training. If the Parties do not agree on an alternative date, Customer may withdraw from the affected Training by providing written notice to Camunda, and Camunda will refund any Training fees paid for that Training within thirty (30) days of such withdrawal. Customer may cancel paid Trainings by emailing academy@camunda.com at least seven (7) calendar days before the scheduled start of a remote Training or at least thirty (30) calendar days before the scheduled start of an

on-site Training. In such cases, no Training fees will be charged and any Training fees already paid will be refunded within thirty (30) days of cancellation. In all other cases, Camunda may charge the full Training fee; however, Customer may designate a substitute participant for the affected Training at no additional charge.

Exhibit C “Camunda SaaS Enterprise”

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

1. Definitions

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

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

Availability Service Credit means the percentage of any Total Monthly Fees credited to Customer's invoice in accordance with Section 8 (Availability Targets and Availability Service Credits) of this Exhibit.

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

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

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

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

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

- a. suspension of Customer's use of Camunda SaaS Enterprise in accordance with this Agreement;
- b. Customer's use of Camunda SaaS Enterprise outside the Hosting Packages;
- c. Customer's breach of this Agreement or unauthorized actions through Customer's Account;
- d. factors outside of Camunda's reasonable control, including but not limited to any Event of Force Majeure (as defined in the Agreement), Customer's systemic internet issues, Customer's inadequate bandwidth, and any other act or omission of any third party services, hardware or software provider;
- e. Customer's failure to use Camunda-supported clients with acceptable configuration values as defined in the Documentation;
- f. failure by Customer to take any reasonable remedial action in relation to Camunda SaaS Enterprise as recommended by Camunda to prevent Downtime, or otherwise preventing Camunda from doing taking such remedial action;
- g. Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures;
- h. any:

- i. scheduled Maintenance Work that takes place upon at least five (5) days' notice;
- ii. ad hoc Maintenance Work carried out to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical Patches or
- iii. updates to Clusters initiated by Customer; or
- iv. Customer's failure to provide information required by Camunda to provision or run any Cluster.

Hosting Packages means the applicable Basic, Standard or Advanced hosting capabilities reserved by Customer.

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

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

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

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

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

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

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

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

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

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

2.1 In order to use Camunda SaaS Enterprise and the Services, Customer must register for a Camunda SaaS Enterprise Account (the "**Account**"). By creating the Account, Customer acknowledges that it is responsible for maintaining the security of this Account (including, but not limited to, login credentials and security keys) and for all activities that occur under this Account. Customer agrees to promptly notify Camunda of any unauthorized use of the Account, or any other breaches of security of which Customer becomes aware. Camunda shall not be liable for any acts or omissions of the Customer or any Third Party's, nor for any damages of any kind arising from such acts or omissions. Subject to the terms of the Agreement and its Exhibits, any notifications regarding Camunda SaaS Enterprise or the Services will be sent to the email address registered with this Account.

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

2.3 From time to time, Camunda may invite Customer to try alpha products or services ("**Alpha Offerings**") at no additional charge.

Alpha Offerings will be clearly designated as alpha, beta limited release, developer preview, non-production, evaluation, or a similar description. Customer may accept or decline any such Alpha Offerings in its sole discretion and agrees that any Alpha Offerings are for

evaluation purposes and not for production use, are not supported by any Services, and may be subject to additional terms. Camunda may discontinue Alpha Offerings at any time in its sole discretion and may or may not make them generally available. Clusters containing Alpha Offerings cannot be updated to newer Versions: accordingly, Customer will need to delete such Clusters and replace them with a new Cluster to receive subsequent Versions Camunda SaaS Enterprise. Camunda will have no liability (including under any indemnities in this Agreement) for any harm or damage arising out of or in connection with a Alpha Offering, which is provided “as is”, exclusive of any warranty whatsoever.

3. Restrictions

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

3.2 If Camunda believes, in its sole discretion, that Customer has violated or attempted to violate this Agreement, that the use of Camunda SaaS Enterprise by Customer represents a material security risk or that the Customer uses an unsupported Version as defined in Exhibit A Section 2., Camunda may suspend Customer's use of Camunda SaaS Enterprise until the violation or security risk has been corrected or update the Version used by Customers to a newer Version. Camunda will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension.

3.3 Notwithstanding any exclusion or limitation defined in the Agreement, Customer will indemnify Camunda from and against all and any losses, liabilities, damages, demands, costs and expenses (including court costs and reasonable attorneys' costs up to any applicable statutory cap) arising out of or relating to claims brought against Camunda by Third Parties which are based on a violation by Customer of any of the use restrictions set forth under limbs (i), (ii) and (iv) of Section 3.1 above.

4. Availability and Maintenance Work

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

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

5. Technical Requirements

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

6. Telemetry Data

For the purpose of this Section, “**Telemetry Data**” means all information and data of Customer collected in connection with Customer’s use of Camunda SaaS Enterprise, including but not limited to information about browsers, implemented clients, and related pages accessed by users, API calls and Camunda SaaS Enterprise Version. It may contain Personal Data such as hashed IP addresses, email addresses and identifiers, including cookies, but is generally technical, aggregated or pseudonymized. Customer acknowledges that certain features used in connection with Camunda SaaS Enterprise are configured to collect and report Telemetry Data to Camunda to improve the user experience, to track usage of Camunda SaaS Enterprise, to ensure the security, stability and functionality of Camunda SaaS Enterprise and provide support to Customer, such as guidance that will help optimize usage. Camunda will use Telemetry Data subject to applicable law and Camunda’s Privacy Policy, which is available at <https://camunda.com/legal/privacy/>.

Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications and any Third Party products, as necessary to provide and improve Camunda SaaS Enterprise and the Services to Customer. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda SaaS Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

7. Disclaimer of Warranties for Development Clusters

NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, DEVELOPMENT CLUSTERS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND CAMUNDA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO DEVELOPMENT CLUSTERS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAMUNDA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO DEVELOPMENT CLUSTERS. WITHOUT LIMITING THE FOREGOING, CAMUNDA DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF DEVELOPMENT CLUSTERS WILL MEET CUSTOMER’S REQUIREMENTS, OR (B) CUSTOMER’S USE OF DEVELOPMENT CLUSTERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS.

8. Availability Targets and Availability Service Credits

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

Basic Hosting Package:

Availability Target 99%	Availability Service Credit
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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:

Availability Target 99.5%	Availability Service Credit
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:

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

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

8.3 Camunda will evaluate Customer requests and determine in good faith whether an Availability Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Camunda confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Availability Targets, then Camunda will apply the Availability Service Credit to Customer against the next invoice related to this Subscription. Customer's failure to provide the request and other

information as required above will disqualify Customer from receiving an Availability Service Credit. Availability Service Credits are not refundable in cash and can only be used as a credit against future invoices. Availability Service Credits are exclusive of any applicable taxes charged to Customer or collected by Camunda. Availability Service Credits are Customer's sole and exclusive remedy for any unavailability of Camunda SaaS Enterprise within Clusters. Availability Service Credits expire without refund twelve (12) months from issuance.

Exhibit D "Camunda Self-Managed Enterprise"

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

1. Delivery

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

2. License rights for Camunda Self-Managed Enterprise

2.1 License Grant

Subject to Customer's material compliance with the terms and conditions of this Agreement, Camunda hereby grants to Customer a limited, non-exclusive, non-transferable (except as otherwise set forth herein), non-sublicensable license, during the Subscription Term and within the scope of the Permitted Usage (but without limiting any licensed rights granted under applicable Public Software) to (i) install, run, and use the Software, (ii) develop Solution Package, (iii) allow a Contractor or an Affiliate to use the Software as outlined in

(i) or (ii) of this Section of this Agreement solely in the context of performing services on behalf of Customer and subject to all of the restrictions of this Agreement (including but not limited to the license restrictions found in this Agreement, the confidentiality obligations, and the export regulations), (iv) permit Affiliates to use the Solution Package without passing on the license key, and (v) offer the Solution Package to Affiliates or Third Parties as software-as-a-service (SaaS) offerings. Within each Tenant, the Customer may use the Software with unlimited PI usage for developing, testing and staging.

2.2 License Restrictions

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

order to do so, or (ix) remove or alter copyright notices, serial numbers or other program identification features, patent notices, trademarks, logos, trade secrets and suchlike, unless Camunda has provided prior written consent to any such action or use.

2.3 License Grant to Public Software

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

3. Reporting

3.1 Reporting

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

3.2 Auditing

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

3.3 Telemetry Data

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