

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

IN THE EVENT THAT THE PARTIES HAVE EXECUTED A MASTER SUBSCRIPTION AGREEMENT OR SIMILAR WRITTEN AGREEMENT ADDRESSING THE SAME SUBJECT MATTER AS THESE TERMS, THE TERMS OF SUCH AGREEMENT SHALL TAKE PRECEDENCE. IF CUSTOMER IS PURCHASING TRAININGS, THE TERMS AVAILABLE AT <https://legal.camunda.com/licensing-and-other-legal-terms#camunda-academy-terms> WILL APPLY.

1. Definitions

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

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

Consulting Order Form means the ordering document pursuant to which Customer purchases Consulting Services.

Consulting Services means the services listed on the applicable Consulting Order Form.

Professional Services means 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.

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

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

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

2. Delivery and Performance

2.1 Ordering. Customer orders Consulting Services under a Consulting Order Form that references these Terms. In the event of any conflict between these Terms and a Consulting Order Form, the terms of the applicable Consulting 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 Consulting 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 Consulting Order Form executed by the Parties and may result in corresponding adjustments to the Fees and schedule. Until such Consulting Order Form is executed, Camunda will perform solely in accordance with the originally agreed scope.

2.5 Acceptance. If a Consulting 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 Consulting Order Form or as otherwise agreed in writing. 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 must be used within the periods, timelines, or access windows stated in the Consulting Order Form; any portion not utilized will expire without replacement, extension, or refund, unless otherwise expressly agreed in writing by the Parties. Customer's obligation to pay for the Consulting Services arises after receipt of an invoice, even if the date of invoicing is prior to the date of performance of the Consulting Services. The Customer agrees to pay Camunda such fees within thirty (30) days of the date of Camunda's invoice, unless otherwise agreed in the Order Form or quote. Any payments more than thirty (30) days overdue may bear a late payment fee of the lower of one-point-five percent (1.5%) per month or the maximum rate allowed by law. All payments accrued or made under these Terms are non-cancelable and non-refundable, unless otherwise provided herein. All amounts payable to Camunda under these Terms shall be paid by Customer in full, without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). All stated prices are exclusive of any taxes, fees, and duties or other amounts, however, designated, and including without limitation value-added, sales taxes, and withholding taxes that are levied or based upon such charges, or upon these Terms. Any applicable taxes including, but not limited to, withholding taxes, will be paid by Customer, or Customer will present an exemption

certificate acceptable to the taxing authorities. Despite the foregoing, the Customer will not be liable for taxes imposed on Camunda based on Camunda's income.

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, with the exception of Professional Services, 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

6. Warranties

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

7. Liability

DESPITE ANYTHING ELSE IN THESE TERMS OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR

EQUITABLE THEORY (I) FOR ANY LOSS OR CORRUPTION OF DATA OR LOST BUSINESS OR PROFITS, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, (III) EXCEPT FOR BREACH OF CONFIDENTIALITY PURSUANT TO SECTION 10, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR (IV) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID HEREUNDER, IN ALL CASES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Confidentiality

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

11. Term and Termination

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

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

12. Export Regulations

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

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

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

13. Miscellaneous

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

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

14. Contracting Party, Governing Law, and Venue

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

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

Any other country	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	Laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England
-------------------	--	--	--------------------

15. Regional Terms

15.1 Germany, Austria, Switzerland

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

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

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

15.1.2 The following sentence is added at the end of Section 5 (Warranties) of these Terms:

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

16. Survival

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