

# 1. Acceptance of Terms

THIS PARTNER AGREEMENT (THIS “AGREEMENT”) GOVERNS THE RELATIONSHIP BETWEEN YOU AS A CAMUNDA PARTNER (“PARTNER”, “YOU”, “YOUR” AS IDENTIFIED IN THE ONLINE REGISTRATION FLOW OR APPLICABLE PARTNER ORDER FORM) AND THE CAMUNDA ENTITY SET FORTH IN SECTION 19 (“CAMUNDA”, “WE”, “US”, “OUR”) IN CONNECTION WITH YOUR PARTICIPATION IN THE CAMUNDA PARTNER PROGRAM. BY CLICKING “ACCEPT”, YOU AGREE TO BE BOUND BY THIS AGREEMENT, WHICH SUPERSEDES AND REPLACES ANY PRIOR OR EXISTING PARTNER AGREEMENT BETWEEN YOU AND CAMUNDA RELATING TO THE SAME SUBJECT MATTER.

CAMUNDA AND PARTNER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A “PARTY” AND, TOGETHER, AS THE “PARTIES”.

THE PARTIES HERETO AGREE AS FOLLOWS:

## 2. 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.

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

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

Camunda SaaS Enterprise means the Camunda Enterprise software 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.

Consulting Services and Trainings means the services provided by Camunda to the Customer pursuant to the Minimum Terms and defined in Exhibit 1 provided by Camunda in accordance with the terms set forth therein.

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

Customer means:(a) in the case of the Partner referring a Third Party to Camunda under this Agreement, the Third Party that contracts directly with Camunda to purchase a subscription for the use of the Software and receipt of Support and Maintenance Services and/or, as applicable, Consulting Services and Trainings; (b) in the case of the Partner purchasing a Reseller Subscription from Camunda under Exhibit 1 hereto, the Third Party to which the Partner resells a Reseller Subscription or Consulting Services and Trainings.

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/>.

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

Managed Services means the ongoing management, monitoring, support and, if applicable, hosting, by the Partner, of the Customer's IT infrastructure, software and applications environment, including the Software or any Solution Package that embeds the Software, and the provision of related system administration, performance monitoring, incident resolution, security management, software updates, backup and disaster recovery, and other support and maintenance activities.

Managed Services Provider means the Partner in its capacity as a provider of Managed Services.

Minimum Terms means the online terms available at <https://legal.camunda.com/licensing-and-other-legal-terms#minimum-terms-reseller> as stated in Exhibit 1 (Reseller Subscription) hereto, which outlines the terms and conditions under which a Customer may obtain the right to use the Software and receive the Services as part of a Reseller Subscription purchased from the Partner.

Order Form means the ordering document pursuant to which Partner may purchase from Camunda a Subscription and/or any Services under the terms of the relevant Exhibit to this Agreement.

Partner Portal means the Camunda Connect Partner Portal available at <https://partnerportal.camunda.com/>, which enables Camunda's partners to have access to Camunda's sales and product resources and tools, product training information (including certification testing) as well as to other resources that are relevant for a partnership between Camunda and Partner.

Partner Program means Camunda Connect, which is Camunda's partner program providing expanded support for partners that may implement Camunda's Software, promote and/or sell the Software.

Partner Program Guide means the Camunda Connect Partner Program Guide, as updated by Camunda from time to time at its discretion, which outlines the Partner Program, and the related framework, requirements and benefits for Camunda's partners. The then-current applicable version of the Partner Program Guide is made available on Camunda's Partner Portal.

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

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 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 under this Agreement may include Third-Party Public Software.

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

Reseller Subscription means a Subscription purchased by the Partner from Camunda for resale to a Customer pursuant to the terms of Exhibit 1 (Reseller Subscription) hereto, and as set out in the relevant Order Form. A Reseller Subscription enables the Customer to use the Software and receive Support and Maintenance Services (as defined in Exhibit 1 hereto) from Camunda during the term of the Subscription, always subject to strict compliance with the Minimum Terms.

Services means, collectively, Support and Maintenance Services and any Consulting Services and Trainings that may be purchased by the Partner from Camunda pursuant to the terms of Exhibit 1, and as set out in the relevant Order Form.

Software means the components that are part of Camunda Enterprise, provided or made accessible by Camunda to Partner or to Customer (via the Partner) 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 Partner for its Customers, which embeds the Software and integrates it using the interfaces (API) existing in the Software and explicitly described in the Documentation. The Solution Package shall be promoted, offered and/or distributed only as a single product and only for a single combined price, where the Software is capable of being used only in

conjunction with the Solution Package. Additionally, the Solution Package must have a single installation routine or be accessible in a single hosted environment.

Support and Maintenance Services means the support and maintenance services provided by Camunda to the Customer pursuant to the Minimum Terms and defined in Exhibit 1. Support and Maintenance Services are provided by Camunda as part of a Subscription.

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.

Version means a Patch Release, Minor Release or Major Release of the Software as defined in the Minimum Terms.

## 3. Subject Matter

3.1. This Agreement sets forth the contractual framework for a partnership between the Parties whose purpose is (i) to drive a mutually beneficial go-to-market plan that supports the development of Partner skills, pipeline development and joint revenue and/or (ii) the sale by Camunda and purchase by Partner of Reseller Subscriptions through the conclusion of Order Forms.

3.2. The Parties agree that Partner's and Camunda's respective rights and obligations under this Agreement may be extended to any Partner Affiliate and Camunda Affiliate.

## 4. Structure of the Agreement

Depending on the Partner's specific business needs, the Reseller Exhibit may be effectively applicable to the Partner Agreement or not.

## 5. Cooperation and Reporting

5.1. Camunda will make resources available to Partner on a self-service basis via the Camunda Partner Portal to support Partner's pre-sales and sales activities with potential Customers. To offer the best possible solutions to potential Customers, Partner will use the self-service resources available on the Partner Portal.

5.2. The Partner will provide a written quarterly report to inform Camunda about all current and planned projects of potential Customers related to Camunda Enterprise. This report includes the name of all potential Customers, the specific use cases and any other information related to Camunda Enterprise (subject, however, to applicable confidentiality undertakings binding the Partner). The Partner shall provide the first report with the execution of this Agreement for all current projects.

## 6. Marketing Plans

The Parties will collaborate in good faith to outline a joint marketing plan during the term of this Agreement. This plan may cover mutually agreed funding for marketing activities such as press releases, user groups, seminars, tradeshow, advertising, collateral, and press or analyst outreach. Examples of potential activities include, without limitation: sponsorship of Camunda-led events (e.g.,

CamundaCon), Partner leadership events, co-hosted webinars, co-authored whitepapers, introductions to potential Customers, and co-presentations at tradeshow.

## 7. Training

Partner will access Camunda training materials and certification exams on demand via the Camunda Partner Academy, where registered partners have unlimited access to the available catalog, as set forth in the Partner Program Guide. The structure and content of such training may change from time to time at Camunda's discretion. Camunda offers certification testing and encourages Partner to obtain certified accreditations upon completion of product training. Certification is in principle free of charge, though pricing and related costs may change in the future. Once Partner has the requisite number of trained and certified employees, Camunda will grant the corresponding certified partner designation and logo usage rights, in accordance with the Partner Program Guide. Certification renewals, including any validity periods, will follow the then-current terms in the Partner Program Guide. Notwithstanding the foregoing, Partner may also order customized paid trainings from Camunda via a separate Order Form.

## 8. Referral Lead

8.1. In the event that Partner wants to refer potential Customers to Camunda, where a contractual relationship will be established directly between Camunda and the potential Customer ("Referral Lead"), Partner can refer these Referral Leads to Camunda by completing the appropriate online registration form available on the Partner Portal. Camunda will evaluate and, if appropriate, accept the Referral Lead in a timely manner.

## 9. Free Camunda Self-Managed Enterprise License

9.1. During the term of this Agreement, Camunda grants to Partner a free of charge, limited, non-exclusive, non-transferable, non-sublicensable license to use Camunda Self-Managed Enterprise for sales purposes only (showcases, prototypes etc.) ("**Free Camunda Self-Managed Enterprise License**"). Usage for other purposes, including but not limited to the productive use for internal processes or end customer solutions, is explicitly excluded and allowed only if it has been agreed upon in a specific written agreement.

9.2. Except as expressly authorized in this Agreement, Partner will not, and will not permit any Affiliate or Third Party to: (i) reverse engineer, decompile, decrypt or otherwise derive the source code to the portions of Camunda Self-Managed Enterprise, except as permitted by law; (ii) modify or copy any part of Camunda Self-Managed Enterprise; (iii) use Camunda Self-Managed Enterprise for any purpose other than as specifically authorized herein; (iv) transfer, sell, hire out, lease, distribute, sublicense or lend Camunda Self-Managed Enterprise as such or as part of a Solution Package to any Third Party; (v) circumvent any restrictions on use of Camunda Self-Managed Enterprise, including those which are imposed or preserved by a license key or by sign-in credentials; (vi) use Camunda Self-Managed Enterprise other than in accordance with this Agreement 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); (vii) use Camunda Self-Managed Enterprise in order to create a product or service that competes with Camunda's general offering in the market or provide the Software to an Affiliate or a Third Party in order to do so; and (viii) remove or alter copyright notices, serial

numbers or other program identification features, patent notices, trademarks, logos, trade secrets and suchlike, unless the Parties have agreed on exceptions to this prohibition.

9.3. Camunda shall provide Camunda Self-Managed Enterprise to Partner in object code only; no physical format shall be delivered. Promptly after execution of this Agreement, Camunda will provide the Partner with the license key to the Software, which the Partner will be able to access electronically under <https://docs.camunda.io>. This shall also apply to a Subscription.

The licensed rights in any Public Software included in the Software are determined by the applicable 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 license. Despite the foregoing, no Public Software applicable to software programs included in the Software will restrict the licensed rights otherwise granted to under this Agreement. Any Third-Party Public Software is listed in the Documentation together with the respective copyright notices and license texts. The Partner shall be responsible for its compliance with all Public Software licenses included in the Software.

## 10. Warranty

THE SERVICES REPRESENT AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. 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 PARTNER AND/OR 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 PARTNER AND/OR 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.

## 11. Use of Logos and Brand Names

Each Party may use the other Party's logo and brand name for the duration and purpose of this Agreement, solely to illustrate the partnership, and always in accordance with the other Party's applicable brand and logo guidelines.

## 12. Free Packages

12.1. The Parties agree that the primary objective should be to promote and sell a Subscription to use Camunda Enterprise and receive related services to potential Customers and that any offer in connection with the Camunda Enterprise - Community or any other free packaging of Camunda Enterprise (together, the "**Free Packages**") according to this Section is an exceptional case. Only with Camunda's prior written consent can the Partner offer Solution Packages based on the Free Packages or provide services related to the Free Packages to its customers. Services related to the Free Packages shall include, without limitation, customization, programming, support and maintenance of the customer's platform, integration, development of software programs, support of customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, and analysis or corrections of defects which Partner provides for a customer in connection with the Free Packages. This requires that the

Partner informs Camunda in advance that it wants to either offer Solution Packages based on the Free Packages or provide services related to them. In this notice, the Partner must describe the specific use case for the Solution Package and outline why the Free Packages must be used or why the customer only needs services related to the Free Packages.

## 13. Intellectual Property Ownership

13.1. Each Party retains all right, title and interest in and to its intellectual property rights, including patents, trademarks, trade secrets, copyrights, and know-how and Camunda retains all right, title and interest in and to any work product created in the course of providing the Software or Services. This Agreement does not grant the Partner any ownership rights in the Software or any related intellectual property.

13.2. Partner grants Camunda a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, modify, distribute, and otherwise exploit any Feedback provided by Partner for any purpose without compensation. To the maximum extent permitted by law, Partner waives any rights in any results or derivative works arising from Camunda's use of such Feedback.

## 14. Fee

### 14.1. Payments

Unless otherwise agreed in this Agreement, Partner agrees to pay any fees owed to Camunda under the Agreement within thirty (30) days of the date of Camunda's invoice (the "**Payment Due Date**").

### 14.2. 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 Partner, or Partner will present an exemption certificate acceptable to the tax authorities. Despite the foregoing, Partner will not be liable for taxes imposed on Camunda based on Camunda's income.

### 14.3. Payment through a Paying Agent

The Parties agree that the Partner may pay any fees owed to Camunda under the Agreement through a Third Party ("**Paying Agent**") provided that Partner takes full responsibility for all acts or omissions of its Paying Agent. Where Partner pays the fees through a Paying Agent, Partner and Camunda will execute an Order Form which shows the Paying Agent as the "bill to" party. Camunda will not be responsible for the fulfillment of the obligations between any Paying Agent and Partner or for any Third-Party products or services furnished to Partner by the Paying Agent.

## 15. Confidential Information

### 15.1. Confidentiality

"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.

#### 15.2. 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.

#### 15.3. 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.

#### 15.4. 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 is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system in accordance with the internal record-keeping policies. Any Confidential Information which is not returned or destroyed remains subject to the confidentiality obligations of this Agreement.

# 16. Data Protection

16.1. 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.

16.2. If Partner or 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.

# 17. Liability

## 17.1. 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.

## 17.2. Damages Cap

EXCEPT FOR ANY LIABILITY ARISING FROM A VIOLATION OF EITHER PARTY’S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY ORDER FORM FOR AN AMOUNT THAT EXCEEDS 250,000 USD (OR EQUIVALENT AMOUNT IN EUR).

## 17.3. 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.

# 18. Term and Termination

### 18.1. Term of Agreement

The term of this Agreement is 1 year. After the initial term, the Agreement shall be automatically renewed by one year at a time unless terminated by either Party in writing at the end of the respective term by giving three (3) months' prior written notice.

18.2. Either Party may terminate this Agreement, together with all related Subscriptions and Order Forms, (i) if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice, or (ii) subject to applicable law, if the other Party is dissolved, liquidated, becomes insolvent or subject to bankruptcy or similar proceedings, makes a general assignment for the benefit of creditors, or has a trustee, receiver or similar officer appointed for a substantial part of its assets.

In addition, Camunda may terminate this Agreement, all Subscriptions and all related Order Forms if Partner fails to pay any Fees and does not cure such non-payment within ten (10) days after Camunda's written notice. Upon expiry or termination of this Agreement, existing Subscriptions will generally remain in force until the end of their then-current Subscription Term; however, if termination results from a material breach by Partner and, given the nature of that breach, it would be unreasonable to expect Camunda to continue performance, Camunda may also terminate any then-current Subscription by written notice. This Agreement will continue to govern any Subscription that remains in effect until its expiry.

## 19. Miscellaneous

### 19.1. 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 Partner's consent.

### 19.2. Sub-contracting

Camunda reserves the right to use subcontractors to perform all or part of its obligations under the Agreement, provided, however, that Camunda shall remain responsible for the performance of such obligations and for compliance with the Agreement by any such subcontractor.

### 19.3. Export, Human Rights, Anti-Corruption

Each Party shall comply with all applicable anti-corruption, anti-bribery, export control, and sanctions laws and regulations, and shall respect internationally recognized human rights. Each Party further represents and warrants that neither it nor any of its Affiliates is designated on any Sanctions list, located in a sanctioned country or territory, or owned or controlled by a sanctioned person, and that neither it nor any of its Affiliates has taken or will take any action that would result in a violation of Sanctions or cause the other Party to violate Sanctions.

### 19.4. Telemetry Data

"Telemetry Data" means technical data collected in connection with Partner or Customer's use of Camunda SaaS Enterprise (e.g. browser and client information, accessed pages, API calls, version information), which may include limited Personal Data (such as hashed IP addresses, email addresses and identifiers, including cookies) but is generally aggregated or pseudonymized. Camunda will use Telemetry Data in accordance with applicable law and its Privacy Policy (<https://camunda.com/legal/privacy/>). Partner or Customer grants Camunda a worldwide right to use and process Telemetry Data to improve its Services, ensure its security and stability, and provide support, without transferring ownership of the data.

#### 19.5. Non-solicitation

During the term of this Agreement and for twelve (12) months thereafter, neither Party shall directly or indirectly solicit or entice away any employee of the other Party or its Affiliates with whom it has had material dealings under this Agreement. This does not prevent either Party from conducting general recruitment not specifically targeted at such employees, or from hiring someone who applies on their own initiative or in response to a general solicitation.

#### 19.6. Notices

All notices under this Agreement shall be delivered by email at [customer-success@camunda.com](mailto:customer-success@camunda.com) and to Partner at the email address stated in the applicable Order Form. Where law or regulation also requires a hard-copy notice, it shall be delivered in person or by prepaid certified or registered mail to the Party's address in this Agreement (or any new address notified in writing).

#### 19.7. No Waiver

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

#### 19.8. 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.

#### 19.9. 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 Partner 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.

<b>Customer Domicile</b>	<b>Camunda entity entering into this Agreement</b>	<b>Governing Law</b>	<b>Venue</b>
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.

## Regional Terms for Germany, Austria and Switzerland

Section 18.1-18.3 above (Liability) of this Agreement is deleted in its entirety and replaced with the following:

### 18.1 Limitation of Liability

In cases involving a simple negligent breach of Primary Obligations, Camunda's liability shall be limited to replacement of the foreseeable damage typically occurring. Primary Obligations are such basic duties which form the essence of the Agreement, which

were decisive for the conclusion of the Agreement and on the performance of which the Parties may rely. Other than this, Camunda's liability for simple negligent breaches of accessory contractual obligations is excluded.

In no event will the total liability of Camunda and its Affiliates in connection with the Agreement exceed the greater of (i) the total amount of fees paid by the Partner 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.

#### 18.2 Limitations

The limitation of liability set out in Section 19.1 above shall not apply to: (i) damages caused negligently or intentionally in connection with the death or injury of persons, (ii) intent or gross negligence, (iii) the infringement of the other Party's intellectual property rights, (iv) payment obligations under this Agreement or (v) liability under the Product Liability Act.

#### 18.3 Strict Liability

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

#### 18.4 Statute of Limitations

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

#### 19.10. Applicability

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

#### 19.11. Amendments

This Agreement may be modified, replaced or rescinded only by a written amendment which shall be signed by the duly authorized Representatives of the Parties ("**Addendum**").

#### 19.12. Representation of Authority

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

#### 19.13. 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 (iii) this Agreement, including its Exhibits and amendments.

#### 19.14. 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. Any termination by a Customer does not constitute a Force Majeure Event.

#### 19.15. Joint Venture

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, appoint any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided for. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

#### 19.16. 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.

# Exhibit 1: Reseller Subscription

## 1. Definitions

Unless the context otherwise requires, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement and, as applicable, in the [Minimum Terms](#).

Fees means the recurring annual fees that Partner owes to Camunda for the purchase of a Reseller 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.

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.

Permitted Usage means, for the purpose of this Exhibit, the extent to which Camunda grants, under a Reseller Subscription, licensed rights to Customer in and to the Software and for which Customer is entitled to receive Services. The Permitted Usage is specified in the applicable Order Form and consists of PI, Tenants and/or STP Tenants.

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. PI are part of the Permitted Usage.

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 part of the Permitted Usage and may be purchased separately as Subscription Upgrades.

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.

## 2. Subject Matter

2.1. Affiliates of the Partner can purchase from Camunda (or its relevant Affiliates) a Reseller Subscription and/or Consulting Services and Trainings under the terms and conditions of this Agreement by concluding an Order Form with Camunda (or its relevant Affiliates) and thereby expressly accepting these terms and conditions. In any such case, for the purpose of the relevant Order Form, the respective Partner Affiliate shall be regarded as the "Partner" and, if applicable, the Camunda Affiliate shall be regarded as "Camunda" within the meaning of this Agreement, and this Agreement – insofar as it refers to such Order Form – shall be regarded as a bilateral agreement between Camunda (or the relevant Camunda Affiliate), on the one hand and the Partner Affiliate, on the other.

## 3. Reseller Subscription

### 3.1. Purchase of a Reseller Subscription

By signing an Order Form with a Qualified Lead that references this Agreement, Partner purchases a Reseller Subscription as specified in such Order Form and as set forth in this Exhibit.

### 3.2. Subscription Upgrades

Partner may at any time request that Camunda provides an Order Form ("**Upgrade Order Form**") allowing the Partner (on behalf of the Customer) to purchase Subscription Upgrades such as increased Permitted Usage, additional Hosting Packages (if applicable), upgrade to a higher Customer Success Plan, additional Support Contacts, and others ("**Subscription Upgrades**"). In case of increased Permitted Usage, upon execution of such Upgrade Order Form, Camunda will provide the Partner with an invoice for the new Fees less the Fees already paid for the current Subscription Term. If the Permitted Usage purchased under a Reseller Subscription is exceeded by the Customer ("**Excess Usage**"), Camunda shall invoice the Partner for such Excess Usage and move the Customer to the proper tier upon the next renewal of the Reseller Subscription. In case of other Subscription Upgrades, Camunda will invoice the Partner with the applicable Fees as pro-rated for the remaining time of the Subscription Term.

## 4. License Grant and License Restrictions

### 4.1. License Grant

Camunda grants the Partner a non-exclusive, non-transferable license to sell to the Customer (a) the rights of use to the Software and (b) the Services, pursuant to the Minimum Terms and the Permitted Usage. The Partner shall expressly not be permitted to use the Software for his own business purposes.

### 4.2. License restrictions

Except as expressly authorized in this Agreement, Partner will not, and will not permit any Affiliate or Third Party to: (i) reverse engineer, decompile, decrypt or otherwise derive the source code to the portions of the Software, except as permitted by law; (ii) modify or copy any part of the Software; (iii) use the Software for any purpose other than as specifically authorized herein; (iv) transfer, sell, hire out, lease, distribute, sublicense or lend the Software to any Third Party that is not the Customer; (v) circumvent any restrictions on use of the Software, including those which are imposed or preserved by a license key or by sign-in credentials; (vi) remove or alter copyright notices, serial numbers or other program identification features, patent notices, trademarks, logos, trade secrets and suchlike, unless the Parties have agreed in writing on exceptions to this prohibition, or (vii) otherwise use the Software for his own business purposes.

## 5. Fee

### 5.1. Payments

During the term of the Agreement, the Partner may purchase Reseller Subscriptions, as well as Consulting Services and Trainings, by concluding Order Forms. Partner will pay the Fees annually in advance as set forth in the Order Form. Partner's obligation to pay for a Reseller Subscription arises, in case of a Camunda Self-Managed Enterprise Subscription, on the date of delivery of the Software to the Customer in accordance with Schedule 2 to the Minimum Terms (Camunda Self-Managed Enterprise) and, in case of a Camunda SaaS Enterprise Subscription, on the date when the Customer has created a Camunda SaaS Enterprise account pursuant to Schedule 3 to the Minimum Terms (Camunda SaaS Enterprise).

### 5.2. Price increase

Camunda reserves the right to increase the Fees for a Reseller Subscription; however, any such price increase will not apply to the Partner with respect to any contractually agreed Minimum Term.

## 6. Application of Availability Service Credits in connection with Camunda SaaS Enterprise Subscriptions

If pursuant to the Minimum Terms, Camunda receives an Availability Service Credit request from the Customer and confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the applicable Availability Target, then Camunda shall notify the Partner about such fact and shall apply the Availability Service Credit against the next invoice issued to the Partner related to the relevant Camunda SaaS Enterprise Subscription. For the avoidance of any doubt, Camunda's obligation to provide Availability Service Credits applies only in connection to a Camunda SaaS Enterprise Subscription, and is subject to the conditions set forth in Section 8 of Schedule 3 (Camunda SaaS Enterprise) to the Minimum Terms.

## 7. Subscription Term

The Minimum Term and Start Date of each Reseller Subscription are specified in each Order Form. After the Minimum Term, the Reseller Subscription shall automatically renew for successive one (1) year terms unless terminated by either Party by providing written notice of non-renewal at least three (3) months prior to the end of the Subscription Term.

## 8. Lead Registration

Partner must register all leads by submitting relevant information concerning the lead via the Camunda Partner Portal. If the lead is accepted by Camunda it will become a "**Qualified Lead**". After providing a lead in the Camunda Partner Portal, the Partner will receive a notification of receipt. Camunda will accept or deny the provided lead in writing (via email) within five (5) business days of Partner submitting the lead to Camunda. It's in Camunda's sole discretion whether a lead is accepted or denied. A denial can be based on the (non-exhaustive) following reasons:

1. The lead is already a Camunda customer; or
2. Camunda already started sales communications with the lead; or
3. Another Camunda reseller or partner already provided the lead.

If the Partner does not receive an acceptance or denial within these five (5) business days, the lead will be deemed rejected by Camunda. Partner may request clarification about any rejections. Accepted leads become Qualified Leads which are tied to the Partner for a period of nine (9) months after acceptance by Camunda. Camunda will not directly sell the Software or use a reseller or other partner to sell the Software to the Qualified Lead during this period. If Camunda becomes aware of another reseller or partner promoting the Software to an accepted Qualified Lead, Camunda shall notify the conflicting partner or reseller and act to enforce the provision of the registration process defined above. Exceptionally, Camunda may still directly contract with the Qualified Lead or use another reseller or partner to sell the Software to the Qualified Lead if this is reasonably requested by the Qualified Lead.

## 9. Discounts

### 9.1. Standard Discount

The Partner will receive a one-off discount on the annual Fee for the first Year of a Subscription, as specified in the relevant Order Form for a new Reseller Subscription (“**Standard Discount**”). The percentage rate of the Standard Discount is based on the Partner's current tier status and is specified in the Partner Program Guide.

### 9.2. Renewal Discount and Upgrade Discount

For the renewal of a Reseller Subscription (each year following the first year of a Reseller Subscription), Partner shall receive a renewal discount at a percentage rate determined by the Partner's current tier status as outlined in the Partner Program Guide and applied to the annual Fee specified in the relevant Order Form (“**Renewal Discount**”). For Subscription Upgrades associated with a Reseller Subscription, Partner shall receive an upgrade discount at a percentage rate based on the Partner's current tier status as outlined in the Partner Program Guide and applied to the increased portion of the annual Fee for the Subscription Upgrade related to the corresponding Order Form (“**Upgrade Discount**”). If the Fee for the Subscription Upgrade is only invoiced on a pro rata basis for a current Subscription Term, the Upgrade Discount will also be calculated on the basis of this pro-rated Fee for the Subscription Upgrade. In the unlikely event that a Subscription Upgrade does not result in an increase in the Fees, no Upgrade Discount will be provided to the Partner.

### 9.3. Application of Discounts

The Standard Discount, Renewal Discount and Upgrade Discount (collectively, the “**Reseller Discounts**”) are granted as part of the relevant Order Form and each of these Reseller Discounts is applied directly against the relevant annual Fee for a Reseller Subscription.

### 9.4. Changes to Reseller Discounts

The Reseller Discounts are based on the Partner's current tier status, which is determined pursuant to the tiering program set forth in the Partner Program Guide. The Partner acknowledges and agrees that the percentage rates of the Reseller Discounts may change, particularly if the Partner's tier status changes in the future. In such cases, the updated Reseller Discounts applicable to the Partner will be those specified in the Partner Program Guide or otherwise communicated to Partner by Camunda. It is hereby understood and agreed by the Parties that changes to the applicable Reseller Discounts do not require an amendment to this Agreement.

## 10. Price List and Volume Discount

### 10.1. Price List

The applicable fees for all Reseller Subscriptions concluded on the basis of the Agreement shall be determined by the then-current price list internally approved by Camunda (the “**Price List**”). Upon Partner's request, Camunda shall provide to the Partner an Order Form for a Reseller Subscription and/or the then-current Price List. Camunda is entitled to change, adjust or replace the Price List at any time. The Partner undertakes to verify with Camunda whether the latest Price List received in connection with a Reseller Subscription is still applicable for any new Reseller Subscriptions or for any renewals or upgrades of a Reseller Subscription. For

accepted Qualified Leads in accordance with the registration process (Lead Registration) of this Exhibit, the Price List valid at the time of submission of the lead by Partner shall be applicable.

#### 10.2. Volume Discount

The Price List contains specific maximum volume discounts. These volume discounts define the maximum discount the Partner is permitted to offer to Customers regarding each tier of PI, Tenant and/or STP Tenant. Volume discounts higher than those specified in the price list are only permitted with prior written consent by Camunda.

#### 10.3. Discount verification

For the avoidance of doubt, nothing in this Agreement shall impose any obligation on Partner in relation to the prices charged to Customers. However, if a discount is granted by the Partner, such a discount will also be applied by Camunda on the amounts payable by Partner for the relevant Reseller Subscription but limited to the discount amounts as set out in the Price List. Camunda has the right to request information and documents at any time to verify the correct amount of discount granted by the Partner. If the review reveals that the Partner has granted a lower, higher or has not granted any discount, Camunda may revoke any granted discounts to the same extent, subject to the discount amounts as set out in the Price List. Additionally, the Partner will provide a quarterly report containing all information relating to any current Reseller Subscription. Camunda will provide a template for the required reporting.

## 11. Minimum Terms

11.1. Unless otherwise specified in this Agreement or any Order Form, the Minimum Terms available at <https://legal.camunda.com/licensing-and-other-legal-terms#minimum-terms-reseller> state the terms and conditions under which a Customer may obtain the right to use the Software and receive Support and Maintenance Services as part of a Reseller Subscription purchased from the Partner, as well as, if applicable, receive any Consulting Services and Trainings purchased by the Partner for the benefit of the Customer. The Partner therefore acknowledges and agrees that any resale to a Customer of a Reseller Subscription and/or, if applicable, Consulting Services and Trainings shall be solely pursuant to a written contract or, as applicable, an ordering document (such as an order form or purchase order) concluded between the Partner and the Customer which incorporates the link to the Minimum Terms or includes, as an attachment, the hardcopy version of the Minimum Terms (such written agreement or ordering document being further referred to as the “**Product Purchase Agreement**”). The Customer will be bound to the version of the Minimum Terms available at the time of the execution of the Product Purchase Agreement.

11.2. Partner hereby undertakes to Camunda to incorporate the link to the Minimum Terms in, or attach a hardcopy version of the Minimum Terms to, the Product Purchase Agreement. The Partner shall furthermore ensure that the Product Purchase Agreement reflects the commercial terms agreed upon between the Parties in the Order Form where applicable (e.g. the Start Date of the Subscription). If Partner fails to comply with this obligation, it shall be liable to Camunda for any damage or cost that Camunda has suffered because Camunda did not sell directly to Customer but via the Partner. Partner shall promptly notify Camunda of any violations of the Minimum Terms of which Partner is aware and shall further notify Camunda with respect to the steps Partner has taken, and the steps Partner is planning to take, to stop such violations.

## 12. Services

Camunda shall provide the Services to the Customer as provided for in the Minimum Terms. Camunda will not provide any Services to Partner.