

Any sale to you (“**Customer**”, “**You**”, “**Your**”) by Your reseller or partner-reseller (the “**Reseller**”) of a Subscription or Consulting Services provided by Camunda is governed by either a written agreement between You and the Reseller or an Order Form (each, a “**Product Purchase Agreement**”), which incorporates these Online Minimum Terms (the “**Minimum Terms**”) by link or attachment. These Minimum Terms are binding between You and Camunda only to the extent that a valid agreement exists between Camunda and the Reseller authorizing the Reseller to resell Subscriptions or Consulting Services to You.

The version of these Minimum Terms applicable to You is the version in effect at the time of signature of the applicable Product Purchase Agreement.

Customer and Camunda are each referred to as a “**Party**” and collectively as the “**Parties**”.

These Minimum Terms set forth the terms and conditions on which You are granted the right to use or access the Software and receive the Support and Maintenance Services under Your Subscription, and/or receive Consulting Services.

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.

AI Agent means AI that, with an increased degree of autonomy, is capable of independently planning and taking actions to pursue a specified objective without human intervention - including by (a) triggering actions without renewed human approval, (b) engaging in independent or continuous planning, and (c) orchestrating or controlling tools, systems or sub-agents with write or execution rights - and that therefore goes beyond a merely reactive chatbot, irrespective of technology, implementation, provider or designation.

AI Service Provider means any third-party provider that provides or hosts AI Models which Camunda selects and makes available as part of the AI Services. It does not include providers selected or contracted by Customer or models brought under a bring-your-own-model approach.

AI Services means all services provided by Camunda under or in connection with these Minimum Terms that incorporate, rely on or are enabled by AI, including Camunda’s application and orchestration layer and AI-enabled features such as AI-assisted process modelling, document processing and AI Agent orchestration, regardless of whether the underlying AI Models are AI Service Providers or AI Models selected by Customer or provided by Customer under a bring-your-own-model approach.

Business Hour means 9:00 AM to 5:00 PM in the Selected Time Zone, on Monday through Friday, except where the applicable Order Form specifies otherwise or where the Customer is located in a jurisdiction where the standard business week runs Sunday through Thursday (including Israel and the GCC states).

Camunda means the Camunda entity set out in the Subsection “Camunda Entity, Governing Law and Venue” of these Minimum Terms.

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

Camunda SaaS Enterprise means the Camunda edition as described in the Documentation and hosted by Camunda as software-as-a-service.

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

Confidential Information means any information or materials owned or possessed by the disclosing Party or its Affiliates (“**Discloser**”), advisors, customers and Representatives (written or oral, tangible or intangible, in any magnetic or electronic stored form) disclosed to

the receiving Party (“**Recipient**”) under these Minimum Terms, 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.

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

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

Customer Content means all data, information and materials provided or made accessible to Camunda by or on behalf of Customer in connection with the AI Services, including data used for training or fine-tuning AI Models, prompts and other inputs, and configuration materials. It does not include Customer Output.

Customer Output means any content, predictions, results or other outputs generated by or through the AI Services for or in connection with Customer.

Deliverables means the defined outcomes or work products to be produced by Camunda as part of Professional Services, as further described in the applicable Statement of Work (“SOW”).

Documentation means guidelines, instructions, specifications, requirements and recommended actions for all components of the Software available at <https://docs.camunda.io> or for older Major Releases under <https://docs.camunda.org/manual/latest/>. The Documentation will be provided to the Customer electronically and in English.

Error has the meaning set out in Schedule 1 (Support and Maintenance Services) to these Minimum Terms.

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 and Services and any other Camunda products.

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

Major Release means the publication of a new Version of the Software increasing the Version number by 1, as such new Version(s) are provided by Camunda at its discretion to its customers generally. For example, Version 2.0 would be a Major Release compared to Version 1.0. Any such Major Release is provided by Camunda upon the same terms and conditions as set forth in these Minimum Terms. A Major Release generally contains new features and bug fixes. A Major Release may contain incompatible API changes.

Minimum Term means the initial term of a Subscription, as specified in the Order Form. The Minimum Term begins on the Start Date and has a duration of at least one (1) year.

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

Order Form means the ordering document pursuant to which the Customer purchases a Subscription and/or Consulting Services from the Reseller and which references these Minimum Terms. Each Order Form is deemed to reflect the terms agreed between Camunda and the Reseller in respect of the relevant Subscription and/or Consulting Services (including commercial terms, but excluding the pricing terms and any other terms inherent to the Reseller-Customer commercial relationship). Any such terms, and any other terms in an Order Form that have not been agreed between Camunda and the Reseller, are not binding on Camunda.

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

Permitted Usage means the number of PI, Tenants, STP Tenants, together with any defined License Scope, in each case to the extent specified 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.

Prohibited AI Use means any use of the AI Services that (a) qualifies as a prohibited AI practice or deployment of a high-risk AI system under EU Regulation 2024/1689 (the "AI Act"), or (b) is prohibited, restricted, or requires specific compliance measures under any applicable AI law, regulation, or binding regulatory framework in the relevant jurisdiction.

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, or the bpmn.io license (<https://bpmn.io/license/>). Public Software provided to Customer under these Minimum Terms may include Public Software copyrighted by a Third Party, which is also referred to as "**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.

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

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

Software means the components that are part of Camunda SaaS Enterprise and/or Camunda Self-Managed Enterprise, provided or made accessible to Customer by Camunda under these Minimum Terms, including all new Versions thereof.

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 only 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 may be purchased separately as Subscription upgrades.

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 these Minimum Terms, including any Order Form.

Subscription Term means the term of a Subscription, consisting of the Minimum Term and any Renewal Term(s).

Support Contact means Customer's employees who are authorized to contact Camunda regarding technical support via the applicable reporting method.

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

Tenant means a logically isolated environment within the Software with separate data, configuration, and user permissions.

Third Party means any legal or natural person who is not a Party to these Minimum Terms and who is not an Affiliate of any of the Parties.

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

2. Services

2.1 Provision of Support and Maintenance Services

During the applicable Subscription Term, Camunda will provide Customer with Support and Maintenance Services for the Software according to Schedule 1 to the Minimum Terms (Support and Maintenance Services).

2.2 Provision of Consulting Services

In addition to Support and Maintenance Services, which the Customer receives as part of a Subscription, the Customer has the option to purchase, via the Reseller, Consulting Services pursuant to the terms of Schedule 2 (Consulting Services) hereto.

3. Warranty

3.1 Services and Software Warranty

Camunda warrants that: (a) it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards; and (b) for sixty (60) days from the Start Date of the Subscription, the Software will operate materially in accordance with the applicable Documentation. If Camunda breaches this warranty, Camunda will, at its election, either re-perform the relevant Services or correct the Error. This Subsection states Customer's exclusive remedy for any breach of this warranty. Any claims for damages are subject to the limitations set forth under Section 9 (Liability) below.

3.2 AI Services Warranty

Camunda warrants that the functionalities of the AI Services within its own sphere of responsibility - in particular its application and orchestration layer and AI-enabled features developed and operated by Camunda - will perform materially in accordance with the applicable service description and Documentation during the Subscription Term. Camunda does not warrant the functionality, accuracy, availability or performance of any AI Model as such, including the quality or completeness of Customer Output to the extent attributable to the AI Model rather than to Camunda's own sphere of responsibility, or any defect attributable to components outside Camunda's sphere of responsibility. This does not affect Camunda's responsibility for the careful selection and integration of AI Models it makes available as part of the AI Services.

3.3 Exclusions

The above warranties do not apply where: (a) Customer has not applied an available Software update that would have resolved the non-conformity; (b) the Software has been modified other than by or on behalf of Camunda; or (c) the Software is used in a manner inconsistent with these Minimum Terms or the Documentation (including applicable system specifications).

3.4 DISCLAIMER

EXCEPT AS EXPRESSLY WARRANTED ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND THESE MINIMUM TERMS ARE FOR SERVICES, NOT THE SALE OF GOODS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMUNDA DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ORAL OR WRITTEN STATEMENT BY CAMUNDA OR ITS REPRESENTATIVES CREATES ANY WARRANTY BEYOND WHAT IS EXPRESSLY WARRANTED ABOVE. WHERE MANDATORY APPLICABLE LAW LIMITS THIS DISCLAIMER, IT APPLIES TO THE FULLEST EXTENT PERMITTED BY THAT LAW. WHERE A COURT CHARACTERISES THESE MINIMUM TERMS AS A RENTAL OR LEASE OF SOFTWARE, ANY STATUTORY RENT-REDUCTION RIGHTS ARE LIMITED TO THE REMEDY SET OUT IN THE SOLE REMEDY CLAUSE ABOVE TO

THE FULLEST EXTENT PERMITTED BY LAW. NOTHING IN THIS CLAUSE LIMITS LIABILITY FOR FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

4. Confidential Information

4.1 Obligations

The Recipient shall protect Confidential Information using at least the same care it applies to its own Confidential Information, use it solely for the purposes of these Minimum Terms, and not disclose it to any third party except to its Affiliates, employees and Representatives who need to know for purposes of these Minimum Terms and are bound by confidentiality obligations no less protective than those set out here. Confidential Information excludes information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) was already known to the Recipient without a confidentiality obligation; (iii) is received from a third party free of any restriction; or (iv) is independently developed by the Recipient without use of the Discloser's Confidential Information.

4.2 Compelled Disclosure; Return

If required by law or court order to disclose Confidential Information, the Recipient shall, to the extent permitted by law, give the Discloser prompt prior written notice and reasonably cooperate with any effort to seek a protective order or other remedy. Upon request by Discloser, the Recipient shall promptly return or destroy the Discloser's Confidential Information, except where retention is required by law or as part of routine backup or archival systems, in which case these obligations continue to apply.

4.3 No License

Nothing in these Minimum Terms grants the Recipient any rights in or to the Discloser's Confidential Information beyond the limited right to use it for the purposes of these Minimum Terms.

5. Privacy and Data

Both Parties will comply with data protection laws applicable to their respective roles under these Minimum Terms. Unless otherwise agreed in writing, neither Party is required to provide personal data beyond limited account setup information (e.g. name, email address). If Customer intends to share additional personal data requiring a data processing agreement (“DPA”) under applicable law, it shall notify Camunda in advance so the Parties can enter into Camunda's standard DPA available at <https://legal.camunda.com/#data-processing-agreement>. Camunda will maintain reasonable and appropriate technical and organizational security measures to ensure the security and confidentiality of any personal data processed under these Minimum Terms. Where AI Services are used, Customer acknowledges that Customer Content (including any personal data therein) may be disclosed to AI Service Providers. Camunda warrants that it has entered into data processing agreements with all such AI Service Providers consistent with the requirements of the applicable DPA, and shall use commercially reasonable efforts to restrict AI Service Providers from training on Customer Content without Customer's express permission.

6. Intellectual Property

Each Party retains all right, title, and interest in its own intellectual property, whether pre-existing or developed independently of these Minimum Terms. No such rights are transferred to the other Party under these Minimum Terms. Unless an Order Form or SOW states

otherwise, Customer owns Deliverables created specifically for Customer under Professional Services. To the extent Camunda intellectual property is incorporated in a Deliverable, Camunda grants Customer a worldwide, non-exclusive, non-transferable, royalty-free, perpetual license to use it solely as incorporated in the Deliverable for Customer's internal business purposes. Where Customer adopts a bring-your-own-model approach, Customer is solely responsible for obtaining all necessary rights and complying with the applicable provider's terms. Customer may, but is not obligated to, provide Feedback to Camunda. If Customer provides Feedback, Customer grants Camunda a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, modify, distribute, and otherwise exploit any Feedback for any purpose without restriction or compensation. To the fullest extent permitted by law, Customer waives all rights in any results or derivative works arising from Camunda's use of Feedback.

7. Artificial Intelligence

7.1 Usage Guidelines

Where Customer uses or procures AI Services, the applicable usage guidelines are set out in the Documentation, which Camunda may update from time to time on reasonable advance notice to reflect legal or technical developments.

7.2 Risk Classification

Camunda does not provide the AI Services for any Prohibited AI Use. Camunda may adjust its internal risk classification at any time where required or reasonably appropriate for technical, economic, or regulatory reasons. The AI Services are not designed or intended for any Prohibited AI Use. Customer agrees not to deploy or configure the AI Services in a manner that would constitute a Prohibited AI Use. Where Customer's actions cause the AI Services to constitute a Prohibited AI Use, Customer bears sole compliance responsibility under applicable law and Camunda is not deemed the provider or deployer of such system; Camunda has no obligation to cooperate in or facilitate such use unless expressly agreed in writing for a specific use case.

7.3 AI Data and Output Rights

Customer grants Camunda a non-exclusive, worldwide, perpetual, transferable and sublicensable license to use Customer Content, Customer Output and Telemetry Data for the purposes of (i) providing the AI Services, (ii) training, validating and testing AI used by Camunda, and (iii) developing, improving and enhancing the AI Services and the Software. To the extent any intellectual property rights in Customer Output arise with Camunda, Camunda grants Customer a non-exclusive, worldwide, perpetual, transferable and sublicensable license to use Customer Output for Customer's own business purposes, including incorporating it into Customer's products and services and making it available to Affiliates and third parties in the ordinary course of business.

7.4 AI Agents

This Subsection applies where the AI Services include an AI Agent. Customer is responsible for defining and configuring the goals, scope of functionality, permissions, tools, data sources and integration of any AI Agent within its environment. Customer warrants and shall ensure through effective technical and organizational measures that (a) no AI Agent will be configured to autonomously change its own risk category under any applicable AI law or regulation without human intervention, and (b) no AI Agent will be used to perform any Prohibited AI Use. Customer shall maintain effective human oversight over any AI Agent it deploys, including ensuring that a qualified person can monitor, intervene in, and terminate the AI Agent's operation at any time and maintain documented processes for regular review. Camunda shall make available the interfaces, configuration options and logging capabilities described in the applicable documentation.

7.5 Third Party Claims

Each Party is responsible for third-party claims arising from its own actions in connection with the AI Services. Accordingly, Customer shall indemnify Camunda against costs arising from third-party claims attributable to Customer's use of the AI Services. This indemnity extends to contractual penalties and administrative or judicial fines to the extent attributable to Customer's use of the AI Services.

8. Infringement

8.1 Obligation

Camunda will, at its expense, defend or settle any third-party claim alleging that any software program included in the Software, to the extent licensed under these Minimum Terms or copyrighted to Camunda, infringes a copyright, trade secret, or patent in a Patent Cooperation Treaty country, and will indemnify Customer against damages and costs either awarded by a court or settled with Camunda's consent.

8.2 Exclusions

Camunda has no obligation for claims arising from: (i) modifications to the Software not made by Camunda; (ii) combination of the Software with products or services not provided by Camunda, where the claim would not exist but for such combination; (iii) software products not provided by Camunda; (iv) use inconsistent with these Minimum Terms; or (v) Customer's failure to apply, within 30 days of notice, an update that would have resolved the claim without substantial loss of functionality.

8.3 Conditions

Camunda's obligations are conditioned on Customer: (i) promptly notifying Camunda in writing of the claim; (ii) making no admissions adverse to Camunda's interests; (iii) granting Camunda sole control of the defense and settlement; and (iv) cooperating with Camunda, at Camunda's expense, in the defense and settlement.

8.4 Remedies

If the Software is held or reasonably believed by Camunda to infringe, Camunda will, at its option and expense: (i) modify or replace the infringing component within a commercially reasonable timeframe without substantial loss of functionality; (ii) procure Customer's right to continue use; or (iii) terminate these Minimum Terms, accept return of the Software, and refund prepaid fees pro rata for the unused Subscription Term.

9. Liability

9.1 Excluded Damages

EXCEPT FOR ANY LIABILITY RESULTING FROM A BREACH OF THE CONFIDENTIALITY UNDERTAKINGS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR FOR INDIRECT DAMAGES ARISING FROM OR RELATED TO THESE MINIMUM TERMS, LOSS OF PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE ARISING OUT OF OR RELATING TO THESE MINIMUM TERMS. CAMUNDA WILL BE LIABLE FOR LOSS OF DATA ONLY TO THE EXTENT SUCH LOSS IS DIRECT AND WOULD HAVE OCCURRED EVEN IF CUSTOMER HAD MADE A BACKUP OF ALL THE RELEVANT DATA.

9.2 Damages Cap

EXCEPT FOR ANY LIABILITY ARISING FROM CAMUNDA'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER ANY ORDER FORM WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN THE CASE OF CAMUNDA'S INDEMNIFICATION OBLIGATIONS, CAMUNDA'S AGGREGATE LIABILITY UNDER ANY ORDER FORM WILL NOT EXCEED TWO TIMES (2X) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTHING IN THIS SUBSECTION LIMITS CUSTOMER'S AND ITS AFFILIATES PAYMENT OBLIGATIONS.

FOR THE AVOIDANCE OF DOUBT, CAMUNDA'S LIABILITY IN RESPECT OF THE AI SERVICES, INCLUDING ANY ADMINISTRATIVE PENALTIES UNDER APPLICABLE AI LAW OR REGULATION, IS LIMITED IN ACCORDANCE WITH THIS SUBSECTION.

9.3 Applicability

THE EXCLUSIONS AND LIMITATIONS IN THIS SUBSECTION DO NOT APPLY TO EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR TO CUSTOMER'S WILFUL OR MATERIAL UNAUTHORIZED USE OF THE SOFTWARE. CAMUNDA MAY SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH ANY ACTUAL OR THREATENED BREACH. THE FOREGOING LIMITATIONS SHALL OTHERWISE APPLY REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. NOTHING IN THESE MINIMUM TERMS EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

10. Export, Human Rights and 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.

11. Miscellaneous

11.1 Assignment; Subcontracting

Camunda may assign these Minimum Terms, without Customer's consent, to an Affiliate or in connection with a merger, acquisition, change of control or sale of all or substantially all of its business or assets. Otherwise, neither Party may assign or transfer these Minimum Terms without the other's prior written consent, not to be unreasonably withheld. Camunda reserves the right to use subcontractors to perform all or parts of its obligations under these Minimum Terms. In each case, Camunda shall remain responsible for the performance of such obligations and compliance with these Minimum Terms by any such subcontractor.

11.2 Notices

Notices shall be sent by email to Camunda at customer-success@camunda.com and to Customer at the email provided to Camunda or via the Camunda Success Center. Where legally required, notices shall also be delivered in person or by prepaid certified/registered mail to the last notified address. Camunda may send essential service communications via the same channels.

11.3 No Waiver; Severability

No failure or delay in exercising any right hereunder will operate as a waiver thereof. If any provision is held unenforceable, it will be limited or removed only to the extent necessary, and the remaining provisions will continue in full force. The Parties will replace any invalid provision with one that most closely reflects the original commercial intent.

11.4 Conflict Resolution

In the event of a dispute arising out of or in connection with these Minimum Terms, the Parties shall first seek to resolve it through good faith negotiations within thirty (30) days of notification of the dispute. If the dispute remains unresolved, either Party may refer it to mediation under the ICC Mediation Rules. No court proceedings may be initiated unless a mediation session has been held or sixty (60) days have elapsed since the submission of a written request for mediation, whichever is earlier. Any court proceedings shall be subject to the governing law and venue set out in the Subsection "Camunda Entity, Governing Law and Venue" of these Minimum Terms.

11.5 Entire Agreement

These Minimum Terms, including any Schedules thereto, in the version accepted by Customer at the time of the relevant Product Purchase Agreement, constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior and contemporaneous communications and representations relating thereto.

11.6 Customer Reference

The Customer grants Camunda a limited, non-exclusive, non-transferable, free right during the agreement term to use the Customer's name, logo, and reference in marketing materials (digital or print), including publication and distribution. This includes permission to use the Customer's logo and brand name, facilitate reference discussions, and create marketing content such as testimonials, press releases, and case studies about the Customer's use of Camunda. All testimonials, press releases, and case studies require prior Customer approval before publication.

11.7 Force Majeure

Neither Party shall be liable for any breach resulting from causes beyond its reasonable control, including fires, floods, earthquakes, pandemics, civil unrest, terrorism, cyber-attacks, strikes, insurrection, embargoes, or government action. The affected Party shall promptly notify the other and take reasonable steps to minimize the impact. If such an event continues for more than thirty (30) days, the unaffected Party may terminate these Minimum Terms without liability.

11.8 Independence

The Customer remains independently responsible for the means of performing its obligations under these Minimum Terms. Nothing in these Minimum Terms creates a joint venture, partnership, or employment relationship between the Parties. Each Party remains solely responsible as employer for its personnel, including compensation, taxes, insurance, and reporting obligations.

11.9 Camunda Entity, Governing Law and Venue

The Camunda contracting entity, governing law and courts of exclusive jurisdiction depend on Customer's domicile, as set out in the table below. Each Party submits to the applicable governing law without regard to conflict of law rules, consents to the exclusive jurisdiction of the applicable courts, and irrevocably waives any objection to proceedings in those courts, including on grounds of venue or inconvenient forum.

Customer domicile	Camunda entity bound by the Minimum Terms	Governing law	Venue
1. The United States of America, Canada and Mexico	Camunda, Inc 101 Montgomery Street, Suite 1400, 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	German law, 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* * <i>“Rest of the World” means all countries except those mentioned above under 1 to 8</i>	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

12. Regional Terms

The following modifications to these Minimum Terms apply based on Customer’s domicile:

12.1 The United States of America, Canada and Mexico

12.1.1 Two new Subsections, Subsections 11.10 (High Risk Activities) and 11.11 (U.S. Government), are added to the Minimum Terms:

“11.10 High Risk Activities

The Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including nuclear facilities, air traffic control, or life support systems (“High Risk Activities”). Camunda disclaims any warranty of fitness for High Risk Activities.

11.11 U.S. Government

The Software and Documentation are 'commercial items' as defined in 48 C.F.R. §2.101, including 'commercial computer software' and 'commercial computer software documentation' as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-4. U.S. government end users receive only those rights granted to all other end users under these Minimum Terms.”

12.1.2 Section 6 (Data Act) of Schedule 4 (Camunda SaaS Enterprise) is deleted in its entirety.

12.2 Germany, Austria, Switzerland

12.2.1 Subsection 3.1 under Section 3 (Warranty) is replaced as follows:

“3.1 Services and Software Warranty

Camunda warrants that: (a) it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards; and (b) during the Subscription Term, the Software will operate materially in accordance with the applicable Documentation. If Camunda breaches this warranty, Camunda will, at its election, either re-perform the relevant Services or correct the Error. If Camunda cannot correct the Error within thirty (30) days of written notice, Customer may terminate the affected Subscription and receive a pro-rata refund of prepaid, unused fees for the remaining Subscription Term. This Subsection states Customer's exclusive remedy for any breach of this warranty.”

12.2.2 Section 9 (Liability) is replaced as follows:

“9. Liability

9.1 Scope of Liability

For simple negligent breaches of Primary Obligations, Camunda's liability is limited to foreseeable, typical damages. Liability for simple negligent breaches of accessory obligations is excluded. Each Party's and its Affiliates' total aggregate liability under these Minimum Terms shall not exceed the greater of (i) fees paid by Customer for the relevant services in the twelve (12) months preceding the liability-triggering event, or (ii) EUR 100,000. These limitations apply equally to Camunda's Affiliates and Representatives. For the avoidance of doubt, Camunda's liability in respect of the AI Services, including any administrative penalties under applicable AI law or regulation, is limited in accordance with this Section.

9.2 Limitation Period

Camunda's strict liability under § 535a para. 1 BGB is excluded. Claims for damages or wasted expenditure against Camunda expire after one (1) year from when the Customer knew or ought to have known of the claim, and no later than five (5) years after the claim arises.

9.3 Exceptions

The above limitations do not apply to: (i) death or personal injury; (ii) intent or gross negligence; (iii) intellectual property infringement in accordance with Section 8; (iv) payment obligations; or (v) Product Liability Act claims.”

12.3 United Kingdom and Rest of the World

Two new Subsections, Subsections 11.10 (Service of Process) and 11.11 (Rights of Third Parties), are added to the Minimum Terms:

“11.10 Service of Process

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

11.11 Rights of Third Parties

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

12.4 The Netherlands

Two new Subsections, Subsections 11.10 (Service of Process) and 11.11 (Rights of Third Parties), are added to the Minimum Terms:

"11.10 Service of Process

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

11.11 Rights of Third Parties

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

12.5 Singapore

12.5.1 Two new Subsections, Subsections 11.10 (High Risk Activities) and 11.11 (Rights of Third Parties), are added to the Minimum Terms:

"11.10 High Risk Activities

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

11.11 Rights of Third Parties

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

12.5.2 Section 6 (Data Act) of Schedule 4 (Camunda SaaS Enterprise) is deleted in its entirety.

12.6 APAC (except Singapore)

12.6.1 Two new Subsections, Subsections 11.10 (Service of Process) and 11.11 (Rights of Third Parties), are added to the Minimum Terms:

"11.10 Service of Process

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

11.11 Rights of Third Parties

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

12.6.2 Section 6 (Data Act) of Schedule 4 (Camunda SaaS Enterprise) is deleted in its entirety.

Schedule 1 to the Minimum Terms: Support and Maintenance Services

Subject to Customer's compliance with these Minimum Terms and timely payment of all applicable fees, Camunda will provide Support and Maintenance Services to Customer solely within the Permitted Usage and as described in the applicable Order Form.

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.

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 as a Subscription under an Order Form and further detailed herein and in the applicable Order Form. There are three (3) levels of Customer Success Plans: Essential, Advanced and Enterprise Success.

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

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

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

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

Support Request means any question or request from Customer in the ticketing system that is 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.

Technical Account Management (TAM) means technical assistance provided by a Camunda team member to Customer where included in the Order Form as part of an Enterprise Success Plan. TAM may include, as agreed between the Parties, technical kick-off and enablement sessions, periodic or on-demand technical check-ins and health check workshops, access to a technical account manager for advice, guidance and recommendations, scoping of knowledge sessions with Camunda consultants, and support request tracking. TAM does not include implementation of a project or use case.

2. Scope

During the applicable Subscription Term, Camunda will remotely provide: (i) onboarding services where included in the purchased Customer Success Plan; (ii) support for Customer's designated Support Contacts on a supported Software Version; (iii) access to new Software Versions as outlined herein; and (iv) Error corrections and responses to Support Requests within the timeframes specified in the applicable Customer Success Plan. Camunda will provide Support and Maintenance Services to Customer's Contractors performing services on Customer's behalf, provided that Customer remains responsible for its Contractors' compliance with these

Minimum Terms and such Contractors are bound by obligations reasonably protecting Camunda's intellectual property rights and Confidential Information. 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.

3. Version Support

Support and Maintenance Services are provided for each Software Version for 18 months from its Minor Release date, after which Customer must update to a more recent Version if available. If no successor Version has been released, Camunda will continue supporting the then-current Version under these Minimum Terms until a new Version is released. Camunda publishes new Versions at its sole discretion and will notify Support Contacts and update the Documentation accordingly.

4. Customer's responsibilities

Customer shall cooperate with Camunda as follows: (i) each Support Contact must have working knowledge of the Software and Camunda's support processes, or complete Camunda-designated training; (ii) upon an Error, a Support Contact shall promptly notify Camunda, provide reasonably requested diagnostic information, and flag any issues impacting the Software - including modifications, which are only authorized via accepted pull request; (iii) Errors must be reproducible on a standard, unmodified Software version; Customer shall help reproduce them where possible (e.g. via unit test), or describe the Error as precisely as possible; (iv) unless commercially unreasonable, Customer shall implement Camunda's recommendations to resolve Errors, including installation of Minor Releases, Patch Releases, or hotfixes; (v) Customer is responsible for data backup - solely for Self-Managed deployments, and for configuring backup settings for SaaS deployments; and (vi) Camunda shall only access Customer's systems if explicitly requested, approved, and monitored by Customer (excluding SaaS Clusters).

5. Excluded services

Support and Maintenance Services do not include: (i) analysis or resolution of Errors arising from non-compliance with these Minimum Terms or the Documentation, including unauthorized modifications, use outside Permitted Usage, or failure to meet operating conditions; (ii) resolution of Errors relating to components not received by or made accessible to Customer under the applicable Order Form; and (iii) any other services not specifically set forth in this Schedule, including without limitation installation, integration, customizations, and any other Consulting Services.

6. Service Level Agreement

With the entry into a Subscription, Camunda will respond to Errors and Support Requests according to the Customer Success Plan specified in the applicable Order Form and as defined below. Response Times represent Camunda's initial qualified response, not resolution timeframes.

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
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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

7. Access to Camunda Academy and Camunda Success Center

Camunda grants Customer a limited, non-transferable right to access Camunda Academy and Camunda Success Center during the Subscription Term for information, guidance, and support. Customer shall: (i) restrict access to Customer's employees, authorized Representatives and agents (including vicarious agents) only; (ii) maintain confidentiality of access credentials; (iii) comply with applicable laws; (iv) promptly notify Camunda of any suspected security breach; and (v) not misuse the platforms, including by attempting unauthorized access, circumventing security measures, or introducing malicious code. Customer is responsible for all activity under its account. Camunda may suspend or terminate access without notice if required by law, to protect third-party rights, or for breach of these Minimum Terms. Platform features and availability may change at Camunda's discretion.

Schedule 2 to the Minimum Terms: Consulting Services

Subject to Customer's compliance with these Minimum Terms and timely payment of all applicable fees, Camunda will provide Consulting Services to Customer as described in the applicable Order Form. Capitalized terms used but not defined in this Schedule have the meaning ascribed to them in these Minimum Terms.

1. Definitions

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 SOW, and aimed at defined Deliverables. Timelines for Professional Services are estimates only. Camunda will determine the manner and means of performing Professional Services, in accordance with the agreed scope.

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.

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 these Minimum Terms. In the event of any conflict between these Minimum Terms and an Order Form for Consulting Services, 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 a replacement resource or an alternative date.

2.4 Scope changes

Any change to 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

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. In addition, 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. Cancellation and Postponement

4.1 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.

4.2 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 the agreed date; (b) 20% if postponed fewer than seven (7) calendar days before the agreed date; and (c) 80% if postponed fewer than two (2) calendar days before the agreed date.

4.3 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.

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

This Schedule applies where Customer's Subscription includes Camunda Self-Managed Enterprise. In case of conflict between this Schedule and any other provision of these Minimum Terms, this Schedule prevails.

1. Delivery

Camunda shall provide the Software in object code only. Promptly after execution of the initial Order Form, Camunda will provide Customer with the license key electronically. The Software will be deemed to have been delivered to Customer upon provision of such license key ("Delivery") and is deemed accepted upon Delivery. For each Renewal Term, no further Delivery is required; the Software is deemed delivered on the first day of that Renewal Term.

2. License Grant and Restrictions

2.1 License Grant

Subject to Customer's material compliance with these Minimum Terms, Camunda grants Customer a limited, non-exclusive, non-transferable (except as otherwise set forth herein), non-sublicensable license during the Subscription Term to use the Software in object code form within the Permitted Usage. Under this license, Customer may: (i) install, run, and use the Software; (ii) permit Contractors or Affiliates to exercise the rights in the Software solely on Customer's behalf and subject to these Minimum Terms; and (iii) use the Software for developing, testing, and staging purposes. This license does not limit rights granted under applicable Public Software or Third-Party Public Software licenses, which govern independently and do not restrict Customer's rights under these Minimum Terms. Applicable licenses are listed in the Documentation, and Customer is responsible for its compliance with these terms. All rights not expressly granted are retained by Camunda.

2.2 Restrictions

Except as expressly authorized in these Minimum Terms, Customer will not, and will not permit any Affiliate, Contractor, or Third Party to: (i) use the Software for its own internal business purposes outside the scope of the Permitted Usage; (ii) reverse engineer,

decompile, or derive the source code of the Software, except as permitted by applicable law; (iii) modify or copy any part of the Software; (iv) sell, lease, distribute, or lend the Software to any Third Party, except as expressly permitted herein; (v) circumvent any restrictions on use, including those enforced by a license key; (vi) use the Software in violation of applicable law; or (vii) remove or alter any proprietary notices or markings without Camunda's prior written consent.

2.3 Reporting and Auditing

No later than twenty-one (21) days after each calendar quarter of a Subscription, Customer will report its consumed quantities for each Permitted Usage metric to Camunda by email. If Camunda does not receive a usage report under this Subsection or reasonably believes a report is materially inaccurate, Camunda may, no more than once per calendar year and upon reasonable notice, audit Customer's records to verify compliance with the Permitted Usage. This right survives for one (1) year after termination or expiration of the Subscription. Audits will take place during normal Business Hours at Customer's cost. Customer will pay any underpayment within thirty (30) days of notice.

2.4 Telemetry Data

For the purpose of this Subsection, "**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, and related pages accessed by users, API calls, Software Version, infra technology and database technology used to run the Software as well as product usage. Customer acknowledges that certain features used in connection with the Camunda Self-Managed Enterprise Subscription are configured to collect and report Telemetry Data to Camunda to ensure the stability and functionality of Camunda Self-Managed Enterprise and to improve the user experience. If Telemetry Data is enabled by the Customer, Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications and any Third Party products, as necessary to provide and improve Camunda Self-Managed Enterprise and the Services to Customer. Camunda will use the Telemetry Data subject to applicable law. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda Self-Managed Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

Schedule 4 to the Minimum Terms: Camunda SaaS Enterprise

This Schedule applies where Customer's Subscription includes Camunda SaaS Enterprise. In case of conflict between this Schedule and any other provision of these Minimum Terms, this Schedule prevails.

1. Definitions

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

Availability Service Credit means a credit, calculated as a percentage of the Total Monthly Fees, applied to Reseller's invoice in accordance with this Schedule.

Availability Target means the percentage of minutes in a calendar month during which a Component is available, excluding Downtime. A Component provisioned for part of a month is deemed fully available for the period prior to provisioning.

Cluster means a deployment of the Orchestration Cluster for Camunda SaaS Enterprise.

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

Downtime means the total minutes in a calendar month during which a component is unavailable, excluding Excluded Downtime. A minute is unavailable only if all connection attempts by Camunda's monitoring system within that minute fail; partial minutes are not counted.

Excluded Downtime means any Downtime caused in whole or in part by (i) suspension of Customer's access under these Minimum Terms; (ii) Customer's use outside the Hosting Packages; (iii) Customer's breach of these Minimum Terms or unauthorized account actions; (iv) factors outside Camunda's reasonable control (including Force Majeure events, Customer connectivity or bandwidth issues, Customer-supplied dependencies, or third-party acts or omissions); (v) Customer's failure to use Camunda-supported clients or configurations as per the Documentation; (vi) Customer's failure to follow, or interference with, Camunda's recommended remedial action; (vii) Customer's negligence or willful misconduct; (viii) Maintenance Work, including (a) scheduled Maintenance Work on at least five days' prior notice, (b) ad hoc Maintenance Work to prevent unavailability or address security, stability, or critical patch needs, or (c) Customer-initiated Cluster updates; or (ix) Customer's failure to provide information required to provision or operate a Cluster.

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

Maintenance Work means any update or adaptation of Camunda SaaS Enterprise to improve functionality, introduce new features or fix malfunctions, which may affect availability.

Management Cluster means the components outside the Orchestration Cluster responsible for process design and enabling users to model and deploy processes and decisions, as further described in the Documentation, which includes Web Modeler and Console (or any successor or renamed equivalent as specified in the Documentation from time to time).

Orchestration Cluster means the core Software components responsible for process automation and orchestration, as further described in the Documentation, which includes Zeebe, Operate, Tasklist, Identity and the Orchestration Cluster APIs (or any successor or renamed equivalent as specified in the Documentation from time to time).

Stable means a Cluster running a Version of Camunda SaaS Enterprise which is not an Alpha Version.

Total Monthly Fee means 1/12 of the annual fees agreed between Camunda and the Reseller for the applicable Subscription to be resold to the Customer.

2. Account Registration and Use Rights

2.1 Account Registration

To access Camunda SaaS Enterprise, Customer must register an account. Customer is responsible for maintaining account security (including login credentials and access keys) and all activity under its account, and must promptly notify Camunda of any unauthorized use or security breach. Camunda is not liable for acts or omissions of Customer or any Third Party in relation to the account. Service notifications will be sent to the registered email address.

2.2 Right to Use

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

2.3 Use Restrictions

Customer shall not: (i) introduce or transmit harmful code (including viruses, trojans, or ransomware) into or through Camunda SaaS Enterprise; (ii) store or distribute harassing, threatening, infringing, unlawful, or obscene content, or content violating third-party rights; (iii) use Camunda SaaS Enterprise for benchmarking, competitive analysis, or to develop competing products or services; (iv) make Camunda SaaS Enterprise available to any Third Party except as expressly permitted; (v) sell, resell, rent, lease, or offer service bureau or time-sharing arrangements based on Camunda SaaS Enterprise; (vi) interfere with or disrupt the integrity, security, or performance of Camunda SaaS Enterprise; (vii) attempt unauthorized access to Camunda SaaS Enterprise or associated systems;

(viii) modify, disassemble, decompile, or reverse engineer Camunda SaaS Enterprise; or (ix) take any action that prevents other customers from using Camunda SaaS Enterprise.

2.4 Suspension

Camunda may suspend Customer's access to, or upgrade the Version of, Camunda SaaS Enterprise if Camunda reasonably determines that Customer has violated these Minimum Terms, that Customer's use poses a material security risk, or that Customer is using an unsupported Version. Camunda will use reasonable efforts to provide advance written notice prior to any suspension.

2.5 Customer Indemnity

Notwithstanding any exclusion or limitation in these Minimum Terms, Customer will indemnify and hold Camunda harmless from all losses, liabilities, damages, costs, and expenses (including reasonable legal costs to the extent permitted by applicable law) arising from third-party claims related to Customer's violation of Use Restrictions (i), (ii), or (iii) above.

3. Availability, Maintenance Work and Technical Requirements

3.1 Availability

Camunda will comply with the Availability Targets for Camunda SaaS Enterprise as set out further in this Schedule. Any malfunctions affecting availability must be reported to Camunda as soon as reasonably practicable via the agreed-upon reporting method.

3.2 Maintenance Work

Camunda will use reasonable efforts to provide advance notice of Maintenance Work and will schedule non-emergency Maintenance Work outside Business Hours where practicable. Camunda may carry out ad hoc Maintenance Work at any time to address high security risks, platform stability, or critical fixes. Customer agrees that Camunda may access Customer's Clusters to carry out Maintenance Work.

3.3 Technical Requirements

Customer is solely responsible for its IT infrastructure (including hardware, software, networks, and internet connectivity), whether operated directly or through Third Parties, as required to access Camunda SaaS Enterprise.

4. Alpha Offerings and Development Cluster

4.1 Alpha Offerings

Camunda may invite Customer to try alpha products or services at no charge. Alpha Offerings are provided for evaluation purposes only, not for production use, and may be discontinued at any time. They are unsupported, may be subject to additional terms, and Clusters running Alpha Offerings cannot be updated - replacement is required to receive subsequent Versions. To the maximum extent permitted by applicable law, Alpha Offerings are provided "as is" without warranty or liability of any kind.

4.2 Development Cluster

DEVELOPMENT CLUSTERS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMUNDA DISCLAIMS ALL WARRANTIES WITH RESPECT TO DEVELOPMENT CLUSTERS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CAMUNDA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO DEVELOPMENT CLUSTERS.

5. Availability Targets and Availability Service Credits

Camunda will comply with the Availability Targets for Stable Clusters under the applicable Hosting Package, including a 99% Availability Target for the Management Cluster and the Orchestration Cluster targets set out below. Availability Targets do not apply to Development Clusters, Alpha Offerings or Clusters using an unsupported Version of Camunda SaaS Enterprise. To claim an Availability Service Credit, Customer must log a support ticket within five calendar days after the end of the relevant month, including the Cluster

ID and a description of the Downtime event. Claims are ineligible if any fees are outstanding at the time of submission. Camunda will evaluate claims in good faith based on its system logs and monitoring data and, if confirmed, apply the credit against the next invoice issued to the Reseller related to the relevant Subscription. Availability Service Credits are Customer's sole and exclusive remedy for unavailability of Camunda SaaS Enterprise, are not redeemable for cash, exclude applicable taxes, expire twelve months from issuance, and are forfeited if the claim is not submitted timely and complete. If Camunda misses an Availability Target for the Orchestration Cluster in any calendar month, Camunda will provide the following Availability Service Credits, calculated as a percentage of the Total Monthly Fee:

Basic Hosting Package

Availability Target 99%	Availability Service Credit
Less than 99% but equal to or greater than 98.5%	1.5%
Less than 98.5% but equal to or greater than 98.0%	3%
Less than 98.0%	4.5%

Standard Hosting Package

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%

6. Data Act

To the extent the Software or Services constitute a Data Processing Service under EU Regulation 2023/2854 (the "Data Act"), the Data Act Addendum at <https://legal.camunda.com/licensing-and-other-legal-terms#data-act-addendum> applies and may be updated by Camunda to incorporate any terms issued by the European Commission as required to comply with the Data Act. "Data Processing Services" has the meaning given in the Data Act. If Customer terminates a Subscription during the Minimum or Renewal Term under the Data Act, Camunda will refund the fees paid in advance for the period after the termination effective date, less any costs saved by Camunda as a result of the early termination.

7. Telemetry Data

For the purpose of this Subsection, “**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.