

Read-only reference copy. The version of the Partner Agreement published on this page is made available so that prospective and current Partners can review its terms in advance. It does not itself constitute or evidence acceptance of the Agreement. As set out in the Acceptance of Terms section below, this Agreement only becomes legally binding when you click "Accept" (or a similar acknowledgment) during registration in the Camunda Connect Partner Portal at [partnerportal.camunda.com](https://partnerportal.camunda.com). If you have not completed that registration step, you are not currently bound by these terms.

# 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 16.9 ("CAMUNDA", "WE", "US", "OUR") IN CONNECTION WITH YOUR PARTICIPATION IN THE CAMUNDA PARTNER PROGRAM (THE CAMUNDA CONNECT PARTNER PORTAL OR "PARTNER PORTAL" IS CURRENTLY LOCATED AT <https://partnerportal.camunda.com/>).

BY CLICKING "ACCEPT" OR SIMILAR ONLINE ACKNOWLEDGMENT), 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 AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

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

THE PARTIES HERETO AGREE AS FOLLOWS:

## 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.

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 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 software 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.

Trainings means the trainings defined in Exhibit 1 (Reseller Subscription) hereto and provided by Camunda in accordance with the terms set forth therein.

## 2. Subject Matter

2.1. 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.

2.2. The Parties agree that Partner Affiliates wishing to actively participate in the Camunda Partner Program in their respective jurisdiction must enter into a separate Partner Agreement with the relevant Camunda entity.

2.3 This Agreement governs the provision of Subscriptions and corresponding Services by Camunda to the Partner through Order Forms. Order Forms are legally binding from the Start Date and incorporate this Agreement by reference, save as expressly modified therein. The Parties assume no obligation to conclude Order Forms or to deal exclusively with each other. Both parties may agree on Upgrade Order Forms to purchase upgrades or additional services. If Customer exceeds Permitted Usage, Partner must notify Camunda, who will invoice for the excess (new annual Fee less the annual Fee already paid for the current Subscription Term) and adjust the Subscription tier at the next renewal. Any purchase orders issued by Partner are for internal administrative purposes only and shall not constitute or introduce contractual terms binding on either Party.

## 3. Cooperation and Reporting

3.1. 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.

3.2. 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.

## 4. Marketing Plans

The scope and availability of joint marketing activities under this Agreement are contingent upon the Partner's Tier level, as outlined in the Partner Program Guide. Subject to the Partner's applicable Tier entitlements, the Parties may 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.

## 5. Training

Partner will access Camunda training materials and certification exams on demand via the Camunda 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.

## 6. Referral Lead

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 may submit such Referral Leads to Camunda by completing the appropriate online registration form available on the Partner Portal. Camunda will review each submitted Referral Lead and reserves the right to accept or reject any Referral Lead at its reasonable discretion, taking into account factors such as existing customer relationships, pipeline conflicts, or eligibility criteria. Camunda will notify Partner of its decision within a reasonable timeframe, and its decision on acceptance shall be final.

## 7. Free Camunda Self-Managed Enterprise License - Partner Sandbox

7.1. The availability of a Partner Sandbox is contingent upon the Partner's Tier level, as outlined in the Partner Program Guide. Subject to the Partner's applicable Tier entitlements, during the term of this Agreement, Camunda may grant to eligible Partners a free of charge, limited, non-exclusive, non-transferable, non-sublicensable license to use Camunda Self-Managed Enterprise solely for sales demonstration purposes (showcases, prototypes, and similar pre-sales activities.) ("Partner Sandbox"). The Partner Sandbox extends beyond the standard development and testing rights available for certain Camunda Self-Managed Enterprise components, by

permitting use for showcases, prototypes, and pre-sales activities. The Partner Sandbox shall not be used for productive purposes. Any customer-facing use, including offering the Partner Sandbox as part of a Solution Package or providing related services to customers, is subject to Section 7.4 “Free Packages” below. Any other use, including productive use for internal processes, requires a separate written agreement.

7.2. 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.

For the avoidance of doubt, the restrictions set out in this Section 7.2 apply to all licenses granted under this Section 7, including the Partner Sandbox.

7.3. Where a Partner Sandbox is granted pursuant to Section 7.1, Camunda shall provide the Free License 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>.

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 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.

7.4 Free Packages - 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. Compliance with this Section is a material obligation of Partner under this Agreement. Any breach of this Section, including but not limited to promoting or offering Free Packages without Camunda's prior written consent, may result in immediate termination of Partner's participation in the Camunda Partner Program. Upon such termination, all reseller entitlements granted to Partner shall be automatically revoked, and any existing Reseller Subscriptions managed by Partner shall revert to Camunda with immediate effect.

## 8. Intellectual Property Ownership

Each Party retains all rights, title, and interest in its own intellectual property, whether pre-existing or developed independently of this Agreement. No such rights are transferred to the other Party under this Agreement. If Partner provides Feedback, Partner 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, Partner waives all rights in any results or derivative works arising from Camunda's use of Feedback.

## 9. Artificial Intelligence

### 9.1 Usage Guidelines

Where Partner 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.

### 9.2 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. Partner shall not deploy or configure the AI Services in a manner that would constitute a Prohibited AI Use and shall ensure, through the Minimum Terms or Product Purchase Agreement, that Customers do not deploy or configure the AI Services in a manner that would constitute a Prohibited AI Use. Where Partner's or Customer's actions cause the AI Services to constitute a Prohibited AI Use, Partner or the relevant 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.

### 9.3 AI Data and Output Rights

Partner or Customer, acting through Partner, grants Camunda a non-exclusive, worldwide, perpetual, transferable and sublicensable licence 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. Partner undertakes to ensure, through the Minimum Terms or Product Purchase Agreement, that each Customer grants the foregoing licence. To the extent any intellectual property rights in Customer Output arise with Camunda, Camunda grants and Partner shall ensure through the Minimum Terms or Product Purchase Agreement that Camunda grants, the relevant Customer a non-exclusive, worldwide, perpetual, transferable and sublicensable licence to use Customer Output for that Customer's own business purposes, including incorporating it into its products and services and making it available to Affiliates and third parties in the ordinary course of business. For this section, Telemetry Data means technical usage, performance, and operational data collected automatically by the AI Services relating to how the AI Services are accessed and used, excluding Customer Content and Customer Output.

### 9.4. AI Agents

This subsection applies where the AI Services include an AI Agent. Where Partner itself deploys an AI Agent, Partner is responsible for defining and configuring the goals, scope of functionality, permissions, tools, data sources and integration of that AI Agent within its own environment. Partner warrants and shall ensure through effective technical and organisational measures that (a) no AI Agent it deploys 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 it deploys will be used to perform any Prohibited AI Use. Partner 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 shall maintain documented processes for regular review. In respect of Customers deploying AI Agents, Partner shall ensure, through the Minimum Terms or Product Purchase Agreement, that each such Customer assumes equivalent obligations in relation to AI Agents deployed within its own environment. Camunda shall make available the interfaces, configuration options and logging capabilities described in the applicable documentation.

#### 9.5. Third Party Claims

Each Party is responsible for third-party claims arising from its own actions in connection with the AI Services. Partner shall indemnify, defend and hold harmless Camunda and its Affiliates against any third-party claims, losses, damages, costs (including reasonable legal fees), contractual penalties, and administrative or judicial fines to the extent arising from or attributable to: (i) Partner's own use or deployment of the AI Services in breach of this Agreement; or (ii) Partner's failure to ensure that Customers comply with the obligations required to be passed through under this Section 8 and the Minimum Terms. Partner shall furthermore ensure, through the Minimum Terms or Product Purchase Agreement, that each Customer is bound to an obligation to indemnify Camunda (or, at Camunda's election, Partner) against third-party claims, contractual penalties and administrative or judicial fines attributable to that Customer's use of the AI Services

## 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 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 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. WARRANTIES OWED TO CUSTOMERS ARE GOVERNED EXCLUSIVELY BY THE MINIMUM TERMS.

## 11. Confidential Information

#### 11.1 Obligations

"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.

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 this Agreement, and not disclose it to any third party except to its Affiliates, employees and Representatives who need to know for purposes of this Agreement 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.

#### 11.2 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.

#### 11.3 No License

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

## 12. Data Protection

12.1 Each Party will comply with the data protection and privacy laws applicable to its role under this Agreement, including, where applicable, the GDPR and California privacy laws such as the CCPA and CPRA. The Parties do not intend to share Personal Data under this Agreement other than limited business contact details reasonably needed to set up, manage and support the Parties' relationship and any user or administrator accounts. The collection and use of Personal Data by Camunda in connection with the administration of the Partner Program will be governed by [Camunda's Privacy Policy](#).

12.2 If either Party intends to share additional Personal Data with the other Party to be processed on its behalf in connection with this Agreement, it will notify the other Party in advance and the Parties will cooperate in good faith to determine whether a data processing agreement is required under applicable law. If a data processing agreement is required, the Parties will put one in place based on Camunda's form available at <https://legal.camunda.com/dpa>, before that processing begins. In any such case, Camunda will maintain reasonable and appropriate technical and organizational measures designed to protect the security and confidentiality of the Personal Data, taking into account the nature of the Personal Data and the risks of the processing.

## 13. Liability

#### 13.1. 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 PARTNER HAD MADE A BACKUP OF ALL THE RELEVANT DATA.

#### 13.2. 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 EUR (OR EQUIVALENT AMOUNT IN USD).

### 13.3. Applicability

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 EUR (OR EQUIVALENT AMOUNT IN USD).

## 14. Fee and Payment

Partner shall pay all Fees annually in advance as set out in the applicable Order Form, or as otherwise specified, within thirty (30) days of receipt of Camunda's invoice. All Fees are exclusive of taxes, duties, levies, or similar governmental charges, which are Partner's responsibility except taxes based on Camunda's net income, property, or payroll. If required by law to withhold tax, Partner will provide Camunda with reasonable supporting documentation. If Partner fails to pay any undisputed amount when due, Camunda may charge interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Except as expressly provided in this Agreement, all Fees are non-cancellable, non-refundable, and payable in full without set-off, deduction, or withholding, except as required by applicable law. Camunda may adjust Fees for any Renewal Term or new Order Form, and may apply automatic increases only if expressly stated in the Order Form. No Fee changes apply during any current Minimum Term except as expressly agreed.

## 15. Term and Termination

### 15.1 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.

### 15.2 Termination for Cause

Either party may terminate this Agreement and all associated Order Forms immediately on written notice if the other Party: (i) fails to pay any amount due and such failure remains unremedied 14 days after written notice (or such longer period as required by applicable law); (ii) materially breaches this Agreement and (where remediable) fails to cure within 30 days of written notice (or such longer period as required by applicable law); (iii) repeatedly breaches this Agreement in a manner reasonably indicating an inability or unwillingness to comply; or (iv) becomes insolvent, is unable to pay its debts as they fall due, makes a general assignment for the benefit of creditors, or becomes subject to bankruptcy, administration, or any similar insolvency proceeding under applicable law.

### 15.3 Effect of Termination

Termination of this Agreement does not automatically terminate ongoing Subscriptions, which continue until the end of their then-current Subscription Term. Where termination results from material breach and continued performance would be unreasonable, the non-breaching Party may also terminate Subscriptions by written notice. This Agreement continues to govern all Subscriptions until they expire or are terminated.

## 16. Miscellaneous

#### 16.1 Assignment; Sub-contracting

Camunda may assign this Agreement or any Order Form without Partner'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 this Agreement 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 this Agreement. In each case, Camunda shall remain responsible for the performance of such obligations and compliance with the Agreement by any such subcontractor.

#### 16.2 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.

#### 16.3 Notices

Notices shall be sent 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 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. Termination notices must be sent by an authorized Representative of the notifying Party).

#### 16.4 No Waiver

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.

#### 16.5 Entire Agreement; Amendments

This Agreement, together with any Order Forms, Exhibits, and amendments, constitutes the Parties' entire agreement and supersedes all prior communications. In case of conflict between the documents governing the relationship between the Parties, the following order of precedence shall apply: (i) the applicable Order Form prevails (for the transaction thereunder); then (ii) this Agreement, including its Exhibits and amendments; then (iii) the Partner Program Guide. For the avoidance of doubt, the Partner Program Guide is operational guidance only and shall not be construed to modify, limit or derogate from any right or obligation expressly set out in this Agreement or any Order Form. This Agreement may only be amended in writing, signed by authorized Representatives of each Party.

#### 16.6 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 this Agreement without liability.

#### 16.7 Independence

Each Party remains independently responsible for the means of performing its obligations under this Agreement. Nothing in this Agreement 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.

#### 16.8 Reference

Each Party may use the other Party's name, logo, and brand in print or digital marketing materials solely to describe the partnership and in compliance with the other Party's brand guidelines. Any testimonial, press release, or case study requires the other Party's prior written approval before publication.

Neither Party may use the other Party's name, logo, or brand in any misleading, derogatory, or harmful manner, including to promote competing products or services. On written notice of actual or suspected misuse, the infringing Party must cease the use within five business days and take reasonable steps to remedy any resulting harm.

#### 16.9 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.

| Partner Domicile                                   | Camunda entity entering into this Agreement                                                          | Governing Law                                                                      | Venue                      |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------|
| 1. The United States of America, Canada and Mexico | Camunda, Inc.<br>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<br>Zossener Strasse 55-58,<br>10961 Berlin, Germany                            | The laws of Germany, excluding both CISG and conflict of laws provisions           | Berlin, Germany            |
| 3. France, Spain, Portugal                         | Camunda Services GmbH<br>Zossener Strasse 55-58,<br>10961 Berlin, Germany                            | The laws of France, excluding both CISG and conflict of laws provisions            | Paris, France              |
| 4. United Kingdom                                  | Camunda Ltd Moorcrofts LLP<br>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<br>Zossener Strasse 55-58<br>10961 Berlin, Germany                             | Dutch law, excluding both CISG and conflict of laws provisions                     | Amsterdam, the Netherlands |

|                                                                                                              |                                                                                   |                                                                                    |                 |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------|
| 6. Singapore                                                                                                 | Camunda Pte Ltd 16 Raffles Quay<br>#33-03 Hong Leong Building<br>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<br>#33-03 Hong Leong Building<br>Singapore 048581 | The laws of England and Wales, excluding both CISG and conflict of laws provisions | Singapore       |
| 8. LATAM (except Mexico)                                                                                     | Camunda Services GmbH<br>Zossener Strasse 55-58<br>10961 Berlin, Germany          | The laws of the State of Delaware and controlling United States federal law        | Delaware, USA   |
| 9. Rest of the World*<br>* "Rest of the World" means all countries except those mentioned above under 1 to 8 | Camunda Services GmbH<br>Zossener Strasse 55-58,<br>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 13.1-13.3 above (Liability) of this Agreement is deleted in its entirety and replaced with the following:

### 13.1 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.

### 13.2 Limitations

The limitation of liability set out in Section 13.1 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, (ii) the infringement of the other Party's intellectual property rights, (iv) payment obligations under this Agreement or (vi) liability under the Product Liability Act.

### 13.3 Strict Liability

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

### 13.4 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.

#### Regional Terms for the USA, Canada and Mexico

The following sections 16.10-16.11 are added to this Agreement:

#### 16.10 High Risk Activities

The Software is not designed or intended for use or resale 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.

#### 16.11 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 this Agreement.

# Exhibit 1: Reseller Subscription

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

## 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.

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

Support Contact means, for the purpose of this Exhibit, those Customer-designated employees who act as the primary interface between Customer and Camunda's technical support team and have the right to open support tickets via Camunda's support ticketing

system. A more detailed definition of this term is provided in the Minimum Terms.

Support and Maintenance Services means, for the purposes of this Exhibit, the support and maintenance services provided by Camunda to the Customer pursuant to the Minimum Terms and defined therein. Support and Maintenance Services are provided by Camunda as part of a Subscription

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. This Exhibit sets forth the terms and conditions with regard to the sale by Camunda and purchase by the Partner of a Reseller Subscription as well as, if applicable, Consulting Services and Trainings, through the conclusion of Order Forms.

2.2. The Parties shall document in an Order Form any agreed terms for the provision of a Reseller Subscription and, if applicable, for the provision of Consulting Services and Trainings, in which case such Order Form shall become legally binding and effective from the Start Date and the terms of the Agreement (including this Exhibit) shall be incorporated by reference into such Order Form, save to the extent that they are expressly excluded or modified in such Order Form.

2.3. 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. Through the same Order Form as the Reseller Subscription or through a separate Order Form, the Partner may also purchase Consulting Services and Trainings.

### 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

The Fees payable by Partner for each Reseller Subscription will be set out in the applicable Order Form. Camunda reserves the right to increase the Fees for a Reseller Subscription and to apply automatic fee increases where expressly stated in the applicable Order Form; however, any such price increase will not apply to the Partner with respect to any then-current contractually agreed Minimum Term, except to the extent expressly provided for in the applicable Order Form (including, for example, pursuant to an annual fee adjustment or similar uplift).

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

If pursuant to Section 8 of Schedule 3 (Camunda SaaS Enterprise) 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

Partners can register opportunities for the following two situations:

(a) a Referral Lead, where the client engages in a direct contract with Camunda for the Camunda Enterprise Edition platform, and the Partner co-engages; and

(b) a Reselling Lead, where the Partner resells the Camunda Enterprise Edition platform to the prospective customer.

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 a reasonable timeframe (no later than ten (10) 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:

- i. The lead is already a Camunda customer; or
- ii. Camunda already started sales communications with the lead; or
- iii. Another Camunda reseller or partner already provided the lead.

If the Partner does not receive an acceptance or denial, the lead will be deemed rejected by Camunda. Accepted leads become Qualified Leads which are tied to the Partner for a period of three (3) months from the date of acceptance by Camunda. Camunda may extend the Protection Period for another consecutive three (3)-month period upon Partner's written request, provided Partner demonstrates active pursuit of the Qualified Lead, including evidence of ongoing engagement such as meetings, proposals or proof-of-concept activity. During this period, Camunda will not directly sell the Software or knowingly engage another reseller or partner to sell the Software to a Qualified Lead registered to Partner. Exceptionally, Camunda may directly contract with the Qualified Lead or engage another reseller or partner 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.

### Partner Resell Entitlements

The Partner Resell Entitlements apply based on the Partner's tier status, as further described in the Partner Program Guide. Referral fees and reseller discounts are mutually exclusive compensation models: for any single opportunity, a Partner receives either the referral fee or the reseller discount, but not both. Entitlements are subject to change upon thirty (30) days' prior written notice to Partner, provided, however, that no such change shall reduce the Reseller Discounts or other entitlements applicable to any Order Form during its current Minimum Term.

Partner shall not be entitled to resell, manage, or receive compensation in connection with the renewal of any existing Camunda Subscription where Camunda has already transacted that renewal directly with Customer. For the avoidance of doubt, Camunda reserves the right to retain control of and transact renewals directly with Customers at its sole discretion, and such direct renewals shall not be subject to referral fees or reseller discounts.

## 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 sets out the maximum volume discounts that Camunda may grant to Partner off the applicable list price, based on the relevant tier of PI, Tenant and/or STP Tenant purchased by Partner. These volume discounts define the maximum discount applicable to Partner's purchase from Camunda and do not restrict or govern the prices Partner may charge to its Customers. Partner retains full

discretion over its end-customer pricing. Any discount from Camunda to Partner exceeding the levels set out in the Price List requires Camunda's prior written consent.

### 10.3. Discount verification

Camunda shall grant Partner a reseller discount off the applicable list price for each Reseller Subscription, based on Partner's Tier level as set out in the Price List and Partner Program Guide.

Where Partner grants a discount to a Customer that exceeds the reseller discount applied by Camunda, Partner shall bear the difference out of its own margin. Camunda shall not be required to provide any additional discount beyond Partner's applicable Tier-based reseller discount.

## 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. By signing an Order Form that references this Agreement, Partner purchases a Reseller Subscription and/or, if applicable, Consulting Services and Trainings for resale to the Customer, as detailed in the relevant Order Form

11.3. 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.

|                      |  |
|----------------------|--|
| Counterparty name    |  |
| Counterparty address |  |