Camunda Enterprise General Terms - Systems Integrator and Managed Service Providers

THESE GENERAL TERMS FOR CAMUNDA ENTERPRISE - SYSTEM INTEGRATOR AND MANAGED SERVICE PROVIDERS (THE "AGREEMENT") GOVERN THE RELATIONSHIP BETWEEN YOU ("CUSTOMER", "YOU", "YOUR" AS DEFINED IN THE APPLICABLE ORDER FORM) AND THE CAMUNDA ENTITY SET FORTH IN SECTION 12 ("CAMUNDA", "WE", "US", "OUR") RELATED TO CUSTOMER'S CAMUNDA ENTERPRISE SUBSCRIPTION. CAMUNDA AND THE CUSTOMER ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A "**PARTY**" AND, TOGETHER, AS THE "**PARTIES**".

THIS AGREEMENT APPLIES ONLY WHERE CUSTOMER ACTS AS A SYSTEM INTEGRATOR OR MANAGED SERVICE PROVIDER.

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 this Agreement 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 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 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.

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

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

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 Exhibit A to this Agreement.

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.

Fees means all amounts payable by Customer under an applicable Order Form for Subscriptions and Services.

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

Marketplace means any third-party online marketplace approved by Camunda from time to time through which Customer may purchase a Subscription and/or Consulting Services.

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 this Agreement. 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 Customer purchases a Subscription and/or Consulting Services under this Agreement.

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

Permitted Usage means the number of PI, Tenants, 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 (). Public Software provided to Customer under this Agreement 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 andConsulting Services.

Software means the components that are part of Camunda SaaS and/or Camunda Self-Managed Enterprise, provided or made accessible to Customer by Camunda under this Agreement, 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 this Agreement, including any Order Form.

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

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

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

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 this Agreement 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. Subject Matter

2.1 Order Forms

This Agreement governs the provision of Subscriptions and corresponding Services by Camunda to the Customer through Order Forms. By signing an Order Form, Customer agrees to purchase a Subscription for the Software and Support and Maintenance Services, and may also purchase Consulting Services, as specified therein. 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. Customer Affiliates may purchase Subscriptions under this Agreement by concluding an Order Form with Camunda and expressly accepting these terms, and shall be regarded as the "Party" for purposes of that Order Form. Both parties may agree on additional Order Forms for upgrades or additional services. If Customer exceeds Permitted Usage, Customer 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 Customer are for internal administrative purposes only and shall not constitute or introduce contractual terms binding on either Party.

2.2 Intellectual Property

Each Party retains all right, 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. 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.

3. Fees and Payment

Customer 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 Customer's responsibility except taxes based on Camunda's net income, property, or payroll. If required by law to withhold tax, Customer will provide Camunda with reasonable supporting documentation. If Customer 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. Where on-site work is performed, Customer will reimburse Camunda for reasonable, pre-approved expenses at actual cost without markup. Consulting Services must be used within the periods stated in the applicable Order Form or Camunda Academy terms; unused portions expire without replacement, extension, or refund unless otherwise expressly agreed in writing.

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 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..

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 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.

5. Privacy and Data

Both Parties will comply with data protection laws applicable to their respective roles under this Agreement. 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 this Agreement. 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. Artificial Intelligence

6.1 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.

6.2 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.

6.3 AI Data and Output Rights

Customer 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. To the extent any intellectual property rights in Customer Output arise with Camunda, Camunda grants Customer a non-exclusive, worldwide, perpetual, transferable and sublicensable licence 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.

6.4. 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 organisational 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.

6.5. 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.

7. Infringement

7.1 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 this Agreement 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.

7.2 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 this Agreement; 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.

7.3 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.

7.4 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 the Agreement, accept return of the Software, and refund prepaid fees pro rata for the unused Subscription Term.

8. Warranty

8.1 Mutual Representations and Warranties

Each Party represents and warrants that: (a) entering into and performing this Agreement does not violate any obligation binding on it; (b) it will comply with all applicable laws in connection with its performance; and (c) this Agreement has been duly authorised and constitutes a valid and legally binding obligation of that Party.

8.2 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 Subscription Start Date, 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 clause states Customer's exclusive remedy for any breach of this warranty.

8.3 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.

8.4 Exclusions

The above warranty does 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 this Agreement or the Documentation (including applicable system specifications).

8.5 DISCLAIMER

EXCEPT AS EXPRESSLY WARRANTED ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND THIS AGREEMENT IS 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 THIS AGREEMENT 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.

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 THIS AGREEMENT, LOSS OF PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE ARISING OUT OF OR RELATING TO THIS AGREEMENT. CAMUNDA WILL BE LIABLE FOR LOSS OF DATA ONLY TO THE EXTENT SUCH LOSS IS DIRECT AND WOULD HAVE OCCURRED EVEN IF CUSTOMER HAD MADE A BACKUP OF ALL THE RELEVANT DATA.

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 SECTION 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 SECTION.

9.3 Applicability

THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 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 THIS AGREEMENT 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. Term and Termination

10.1 Term

This Agreement commences on the Effective Date and remains in effect until all Subscriptions have expired or been terminated. The Agreement shall remain in effect for a minimum of one (1) year from the Start Date of the first Subscription. The Order Form specifies the Minimum Term and Start Date and each Subscription renews automatically for successive one (1) year Renewal Terms unless either party provides written notice of non-renewal at least three (3) months prior to the end of the then-current term.

10.2 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.

10.3 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.

11. Miscellaneous

11.1 Assignment; Subcontracting

Camunda may assign this Agreement or any Order Form 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 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.

11.2 Notices

Notices shall be sent by email to Camunda at customer-success@camunda.com and to Customer at the email on 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.

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 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.

11.5 Conflict Resolution

In the event of a dispute arising out of or in connection with this Agreement, the Parties shall first seek to resolve it through good faith negotiations within thirty (30) days of notification of the dispute. If unresolved, the Parties may agree to mediation under the ICC Mediation Rules before resorting to court proceedings under the governing law and venue of this Agreement. Court action shall only be admissible after a mediation hearing has taken place or sixty (60) days have elapsed since a mediation request.

11.6 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: (i) the applicable Order Form prevails (for the transaction thereunder); then (ii) this Agreement, including Exhibits and amendments. This Agreement may only be amended in writing, signed by authorized Representatives of each Party.

11.7 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.

11.8 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.

11.9 Independence

The Customer 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.

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 this Agreement.

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

The Camunda entity entering into this Agreement, the law governing this Agreement and any non-contractual obligations, disputes or lawsuits arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit,

depend on where Customer is domiciled, as set forth below. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below and irrevocably waive any objection and defense which either may have to the bringing or maintenance of any such claim.

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

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

Customer Domicile	**Camunda entity entering into this Agreement**	**Governing Law**	**Venue**
1. The United States of America, Canada and Mexico	Camunda, Inc. 101 Montgomery Street, Suite 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	The laws of Germany, excluding both CISG and conflict of laws provisions	Berlin, Germany
3. France, Spain, Portugal	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of France, excluding both CISG and conflict of laws provisions	Paris, France
4. United Kingdom	Camunda Ltd Moorcrofts LLP Thames House, Mere Park, Dedmere Road, Marlow, United Kingdom, SL7 1PB	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England
5. The Netherlands	Camunda Services GmbH Zossener Strasse 55-58 10961 Berlin, Germany	Dutch law, excluding both CISG and conflict of laws provisions	Amsterdam, the Netherlands
6. Singapore	Camunda Pte Ltd 16 Raffles Quay #33-03 Hong Leong Building Singapore 048581	The laws of Singapore, excluding both CISG and conflict of laws provisions	Singapore
7. APAC (except Singapore)	Camunda Pte Ltd 16 Raffles Quay #33-03 Hong Leong Building Singapore 048581	The laws of England and Wales, excluding both CISG and conflict of laws provisions	Singapore

8. LATAM (except Mexico)	Camunda Services GmbH Zossener Strasse 55-58 10961 Berlin, Germany	The laws of the State of Delaware and controlling United States federal law	Delaware, USA
9. Rest of the World* * “Rest of the World” means all countries except those mentioned above under 1 to 8	Camunda Services GmbH Zossener Strasse 55-58, 10961 Berlin, Germany	The laws of England and Wales, excluding both CISG and conflict of laws provisions	London, England

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

13. Regional Terms

13.1 Regional Terms for Germany, Austria and Switzerland

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

1. Section 8.2 (Services and Software Warranty) of this Agreement is replaced with the following: “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 clause states Customer's exclusive remedy for any breach of this warranty..”
2. Section 9 (Liability) of this Agreement is deleted in its entirety and replaced with the following:

“9. Liability

9.1 Scope of Lability

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 this Agreement 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) €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 § 536a 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 Strict liability

The above limitations do not apply to: (i) death or personal injury; (ii) intent or gross negligence; (iii) intellectual property infringement in relation to Section 7; (iv) payment obligations; or (v) Product Liability Act claim

iii. Sections 11.10 and 11.11 are deleted.

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

Sections 11.10 (High Risk Activities) and 11.11 (U.S. Government) are deleted in their entirety and replaced with the following Sections:

"11.10 Service of Process

Any claim form or documents relating to proceedings under this Agreement may be served at each Party's registered address, including where such address is outside England and Wales.

11.11 Rights of Third Parties

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

13.3 Regional Terms for Singapore

With respect to Customers domiciled in Singapore, Section 11.11 (U.S. Government) is deleted in its entirety and replaced with the following Section:

"*11.11 Rights of Third Parties*

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

14. Marketplace Subscriptions

14.1 Scope

This Section 14 applies only where the Customer purchases or renews a Subscription or Services through a Marketplace. In the event of any conflict between this Section 14 and the remainder of the Agreement, this Section 14 will control solely with respect to such Marketplace Subscriptions. This Agreement (together with the applicable Order Form, uploaded and accepted through a Marketplace) sets forth the rights and obligations of the parties with respect to the subscription to the Software and/or Services through the placing of an order through a Marketplace.

14.2 Contracting and Payment

(a) For Marketplace Subscriptions, the sale is deemed made through the Marketplace, acting as reseller or billing agent, and in deviation from Section 12, the Camunda entity defined in the Order Form ("Camunda") is the third-party provider of the Software or Services.

(b) Customer's payment and invoicing obligations are governed by the terms of the applicable Marketplace, and Customer shall pay all amounts due through the applicable Marketplace in accordance with its billing procedures.

14.3 Renewals and Subscription Upgrades

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

14.4 No Change to Core Terms

Except as expressly provided in this Section 14, all other terms and conditions of this Agreement (including license scope, intellectual property, confidentiality, data protection, and limitation of liability) remain unchanged and apply in full to Marketplace Subscriptions.

Exhibit A "Support and Maintenance Services"

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

1. 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 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.

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.

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.

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 this Agreement 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 this Agreement 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 this Agreement 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 Exhibit, 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
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 this Agreement. Platform features and availability may change at Camunda's discretion.

Exhibit B “Consulting Services”

Subject to Customer’s compliance with the Agreement 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 Exhibit have the meaning ascribed to them in the Agreement.

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 the Agreement. In the event of any conflict between the Agreement and a Consulting Services Order Form, the terms of the applicable Consulting Services Order Form will control solely for the relevant engagement.

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

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

Exhibit C "Camunda Self-Managed Enterprise"

This Exhibit applies to all Camunda Self-Managed Enterprise Subscriptions under this Agreement. In case of conflict between this Exhibit and any other provision of the Agreement, this Exhibit 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 this Agreement, 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 this Agreement; 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 this Agreement. 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 this Agreement, 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 Section 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 Section, “**Telemetry Data”** means both quantitative and qualitative data, including, but not limited to, hashed IP addresses, error logs, crash reports, bugs, and information about browsers, hosts, services, 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.

Exhibit D "System Integrators and Managed Service Providers"

1. Definitions

End-Customer means a third party to which Customer sells, deploys, or provides access to a Solution Package or to which it provides Managed Services.

Managed Services means the ongoing management, monitoring, support and, if applicable, hosting by Customer of an End-Customer’s IT infrastructure, software and applications environment, including any Software or Solution Package, and related system

administration, performance monitoring, incident resolution, security management, software updates, backup and disaster recovery, and other support and maintenance activities.

Managed Service Provider means Customer in its capacity as a provider of Managed Services.

Solution Package means a solution developed, configured, or deployed by Customer for its End-Customers which embeds the Software and integrates it using the APIs described in the Documentation.

System Integrator means Customer in its capacity as a provider of Solution Packages to its End-Customers.

2. Additional Rights and Restrictions

2.1 Additional use Rights

In addition to the use rights for the Software as granted under the relevant Exhibit of this Agreement, Camunda grants Customer a limited, non-exclusive, non-transferable, non sublicensable right to: (i) develop Solution Packages within the Permitted Usage; (ii) if applicable, market and distribute Camunda SaaS Enterprise to End-Customers as part of a Solution Package; and (iii) provide Managed Services to End-Customers in connection with the Software or any Solution Package, including hosting of the Software or the Solution Package and providing End-Customer access thereto. All rights not expressly granted are retained by Camunda. End-Customer access rights terminate upon expiration or termination of the applicable Subscription.

2.2 Additional Restrictions

In addition to the use restrictions for the Software as set out in the relevant Exhibit of this Agreement, Customer will not, and will not permit any Affiliate or Contractor to: (i) if applicable, use Camunda SaaS Enterprise for its own internal business purposes other than for developing, testing, and staging Solution Packages; (ii) license, lease, or otherwise distribute the Software to any Third Party except as part of a Solution Package; or (iii) if applicable, use the Software for any product or service that offers no substantial additional value beyond the Software itself.

2.3 End-Customer Compliance

End-Customer rights to use the Software terminate upon expiration or termination of the applicable Subscription. Customer is responsible for ensuring its End-Customers comply with the use rights and restrictions applicable under this Agreement and is liable for any breach by its End-Customers. Customer must promptly notify Camunda of any known violation and the remedial steps taken or planned.

2.4 End-Customer Support

Customer is solely responsible for providing support to End-Customers in connection with Camunda SaaS Enterprise and any Solution Package. Camunda shall have no obligation to provide Support and Maintenance Services directly to End-Customers.

2.5 Further Representations

Customer shall not make any representations or warranties binding on Camunda and shall limit all representations about the Software to those expressly set out in this Agreement. The Software has not been developed to meet the individual requirements of any End-Customer. Termination by End-Customers does not constitute a force majeure event.