

IMPORTANT READ CAREFULLY. THESE AWS CAMUNDA ENTERPRISE TERMS (THE "AGREEMENT") SET OUT THE ENTIRE AGREEMENT WHICH GOVERNS THE RELATIONSHIP BETWEEN YOU ("CUSTOMER", "YOU") AND CAMUNDA INC., A DELAWARE CORPORATION, WITH ITS PLACE OF BUSINESS LOCATED AT 101 MONTGOMERY STREET, SUITE 1900, SAN FRANCISCO, CA 94104, USA ("CAMUNDA") (INDIVIDUALLY, A "PARTY" AND TOGETHER THE "PARTIES"). IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU SHOULD NOT PLACE AN ORDER THROUGH AWS MARKETPLACE DO NOT PLACE AN ORDER THROUGH AWS MARKETPLACE UNLESS (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE AT THE START DATE OF THE ATTACHED ORDER FORM.

Components to this Agreement

- Main Agreement (Section 1 to 12)
- EXHIBIT A "Support and Maintenance Services"
- EXHIBIT B "Remote Consulting Services"
- EXHIBIT C "Camunda SaaS Enterprise" (according to selection in the Order Form)
- EXHIBIT D "Camunda Seld-Managed Enterprise" (according to selection in the Order Form)
- EXHIBIT E "Order Form"
- EXHIBIT F "Addition to Data Processing Addendum for the Standard Contract of AWS Marketplace"

Main Agreement

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.

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.

Automation Components means the components Zeebe, Operate, Tasklist, Identity and any other Automation Component as defined in the Documentation.

Business Hour means one hour in the period between Monday to Friday 9am – 5pm (adjusting for daylight savings hours) in the Selected Time Zone.

Camunda Academy means the online learning platform of Camunda-

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

Camunda SaaS Enterprise means the Camunda plan 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.

Components means collectively, the Automation Components and the Process Experience Components.

Core Components means the Automation Component Zeebe as the workflow engine providing Business Process Model and Notation execution capabilities as described in the Documentation.

Consulting Services means Remote Consulting Services as described in Exhibit B-.

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

Critical Errors means Errors that cause a total failure of the Core Components of the Software or make it impossible to use the Core Components of the Software in production. This includes (if applicable) continued Downtime of the Core Components relating to a Camunda SaaS Subscription.

Decision Instance (DI) means the technical execution of a DMN decision model (e.g., a decision table) in the Camunda Decision Engine. Executions of single models as part of a composed decision model (e.g., in a DRD) will be counted separately. The DI may be part of the Usage Metrics.

Documentation means guidelines, instructions and recommended actions for all Components of the Software available at docs.camunda.io or, in the case of a purchase of an older Major Version of the Software, under <https://docs.camunda.org/manual/latest/>.

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

Fees means the recurring Annual Fee, including recurring or one-time fees for any Software or/ and Services-

License Scope means the area of use for the Subscription as set forth in the applicable Order Form. Typically, this is aligned with the scope of the project for which the Software is used. The License Scope is part of the Permitted Usage.

Major Errors means Errors that restrict the use of the Software and for which troubleshooting is urgently needed. This includes (if applicable) continued Downtime of all Components (excluding Core Components) relating to a Camunda SaaS Enterprise Subscription.

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 features and bug fixes. A Major Release may contain incompatible API changes.

Minimum Term means the minimum initial period of a Subscription as shown in the Order and starting on the Start Date specified in the Order Form.

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.

Named Support Contact means those Customer-designated employees who have the right to contact Camunda via the applicable reporting method and who act as the primary interface between Customer and Camunda technical support. The number of eligible Named Support Contacts is specified in the applicable Order Form. Customer shall indicate to Camunda those individuals who will serve as Customer's Named Support Contacts, and Customer shall provide to Camunda the name and email address of all Named Support Contacts. Camunda shall have no obligation to address Support and Maintenance Services inquiries from anyone other than Customer's Named Support Contacts. By providing written notice and appropriate contact information, Customer may change each Named Support Contact once per year for no additional fee. Despite the foregoing limitation, Customer may, upon a material change for the Named Support Contact (for example, leaving Customer or being reassigned to an unaffiliated division) transfer Named Support Contacts by submitting a support ticket.

Order Form means the ordering document pursuant to which Customer purchases a Subscription under this Agreement. The applicable Order Form is attached to 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 usage parameters (including both Usage Metrics and License Scope) with respect to the Software and Services as more particularly specified in the applicable Order Form.

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.

Process Instance (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. The PI may be part of the Usage Metrics.

Process Experience Components means the Components Modeler (Web), Connectors, Optimize, Console and any other Process Experience Component as defined in the Documentation.

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 MIT license, the Zeebe Community License (<https://github.com/camunda-cloud/zeebe/blob/main/licenses/ZEEBE-COMMUNITY-LICENSE-1.1.txt>), or the bpmn.io license (<https://bpmn.io/license/>). Public Software provided to Customer under this Agreement may include Third-Party Public Software.

Remote Consulting Services has the meaning given to it in Exhibit B.

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 Camunda and/or Affiliates.

Response Time means the time from the notification of a Critical Error, Major Error or Support Request by Customer via the agreed reporting method (as defined in Exhibit A) to the initiation of actions by Camunda.

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 mean Support and Maintenance Services and Consulting Services. Support and Maintenance Services and Remote Consulting Services are part of each Subscription:

SLA stands for Service Level Agreement and means the agreed performance targets as set out in Exhibit A and agreed upon between the Parties in the applicable Order Form.

Software means the Components that are part of Camunda Enterprise, provided or made accessible to Customer by Camunda under this Agreement, including all new Versions thereof.

Solution Package means the product of Customer which includes the Software delivered or made accessible hereunder, which Customer integrates using the interfaces (API) existing in the Software and explicitly described in the Documentation which applies for the respective Version of the Software.

Start Date means the date when a Subscription starts and that is selected as Start Date in AWS Marketplace.

Subscription means Customer's right, for the Subscription Term, to receive Services and a right to use or access the Software, always subject to strict compliance with the terms of this Agreement, including any Order Form.

Subscription Classification means the type of Subscription purchased by Customer. This can be either a Camunda Self-Managed Enterprise or a Camunda SaaS Enterprise Subscription or a Dual-Use Subscription, in each case as specified in this Agreement and/or the corresponding Exhibit and as defined in the Order Form.

Support Request means any question or request from Customer in the ticketing system that are designated as less critical, for example because Customer's operations in the Software are minimally impacted, a workaround exists that minimises impact to Customer's operations, or Customer wishes to register a request for a new or enhanced feature. A request is processed as Support Request provided that it concerns the functionality of the Software.

Subscription Term means the time for which a Subscription is valid which starts with the Minimum Term followed by any subsequent Renewal Term(s).

Support and Maintenance Services means the services described in Exhibit A to this Agreement.

Task User (TU) means a distinct string that has been assigned to a user task in the Camunda history. Each string will be counted once. For purposes of clarity, if the same user has been assigned to more than one task during the Subscription Term, this will be only counted once. The TU may be part of the Usage Metrics.

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.

Usage Metric means the metrics that determines the fee of a Subscription, based on the amount of usage. The Usage Metric is organized in tiers and covers Process Instances, Decision Instances and Task Users. In case of a sale or licensing of Solution Packages to End-Customers or any other circumstance, the metrics may be organized individually as agreed between the Parties (in this Agreement or any Order Form). The Usage Metric is part of the Permitted Usage.

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

2 **Subject Matter**

This Agreement and the respective Order Form attached hereto sets forth the rights and obligations of the Parties with respect to the Subscription of the Software and/or Services through the placing of an order through the AWS Marketplace. The Software may be deployed in Camunda's cloud (Camunda SaaS Enterprise) or in a customer cloud (Camunda Self-managed Enterprise), each as described in an Order Form attached to this Agreement.

By placing an Order on AWS Marketplace, which references this Agreement, Customer purchases a Subscription for the Software and/or Services as specified in the Order Form as attached to this Agreement.

3 Subscription

3.1 Information

The Order Form sets forth (i) the Subscription Classification, (ii) the Usage Metrics, (iii) the License Scope, (iv) the Hosting Packages (if applicable), (vi) the Fees, (vii) the Start Date, (viii) the Selected Time Zone (if applicable), (ix) the Minimum Term or Renewal Term.

3.2 Additional Usage

Camunda will have the right to invoice the Customer for all additional usage and/or capacity if the Customer exceeds any of its Usage Rights.

3.3 Dual-Use Subscription

The Customer may purchase a Camunda Self-Managed Enterprise, a Camunda SaaS Enterprise Subscription, or a Dual-Use Subscription (allowing for simultaneous use of the Camunda Self-Managed Enterprise and Camunda SaaS Enterprise Software if the usage is within the same Permitted Usage). Which type of Subscription Customer purchases will be defined on the Order Form as part of the Subscription Classification. If, in the case of a Dual-Use Subscription, the Customer exceeds the combined number of DI, PI, or TU for which the Customer has purchased such Subscription ("Excess Instances or Users"), Camunda will charge him with an additional invoice that covers the Excess Instances or Users.

3.4 Purchase Order

For the avoidance of doubt, the Parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of a Subscription, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. By entering into this Agreement, whether prior to or following receipt of Customer's purchase order or any similar document, the Parties are hereby expressly showing their intention not to be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Camunda's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement.

3.5 Documentation

The Documentation will be provided electronically to Customer unless otherwise agreed by the Parties. For all past and future Versions of the Software, the Documentation shall be made available to Customer in English under <https://docs.camunda.io>.

3.6 Intellectual Property Ownership

Each Party respectively retains all right, title and interest in and to all registered and non-registered intellectual property rights, including but not limited to patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets in and to that Party's respective products and services, and Camunda retains all right, title and interest in and to any work product created by Camunda in the course of providing the Software or Services under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Software or rights of ownership in any intellectual property rights.

4 Services

4.1 Provision of Support and Maintenance Services

During the applicable Subscription Term Camunda will provide Customer with Support and Maintenance Services for the Software according to Exhibit A. Support and Maintenance Services will be delivered to Customer remotely, electronically, through the internet, and when applicable, depending on the purchased SLA, via telephone. For the avoidance of doubt, Support and Maintenance Services are not delivered in person at Customer's facilities.

4.2 Third-Party Contractors

At Customer's written request to Camunda's support desk (which may be via e-mail if its receipt is confirmed and acknowledged), Camunda will provide the Support and Maintenance Services to Customer's Contractors, solely in connection with such Contractors' provision of services to Customer, and provided that: (i) Customer shall remain responsible to Camunda for the compliance of such Contractors with the terms and conditions of this Agreement, and (ii) such Contractors are contractually bound to obligations that reasonably protect Camunda's intellectual property and Confidential Information.

4.3 Provision of Remote Consulting Services

During the applicable Subscription Term, Camunda offers help and guidance with certain technical issues not otherwise covered by Support and Maintenance Services. The terms and conditions of such Remote Consulting Services are described in Exhibit B.

4.4 Access to Camunda Academy

During a Subscription Term, the Customer may have access to Camunda Academy. The Camunda Academy online terms and conditions will govern Customer's access to Camunda Academy.

4.5 Restrictions on Services

Support and Maintenance Services and Remote Consulting Services are provided to Customer only according to the Permitted Usage (which includes use by Customer's Affiliates or Contractors performing services on behalf of Customer). When providing Services, Camunda does not require access to Customer's information system resources and networks and will only access these if explicitly requested by the Customer. Access to the Customer's information system resources and networks shall not include: (i) consulting an employee of the Customer in the performance of work on the Customer's employee's computer, (ii) accessing the Customer's employee's computer via a screen sharing session, (iii) accessing the network systems of the Customer via an assigned internet account, or (iv) in cases of SaaS, accessing a Camunda-hosted cluster.

4.6 Exclusion of other Services

Except to the extent expressly set forth in this Agreement or an Order Form, Camunda shall have no obligation whatsoever to provide Customer with any other services including, but not limited to customization, programming, integration, development of software programs, recovery of data, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, and analysis or corrections of Errors (each as defined in Exhibit A) outside the Permitted Usage or the agreed upon SLA or for any Components, which the Customer did not receive or which was made accessible to the Customer as part of the Software under the applicable Order Form , .

5 **Fee**

5.1 Payments

Customer will pay all Fees annually in advance or as set forth in the Order Form. Customer's obligation to pay for the Subscription arises on the Start Date. Customer agrees to pay Camunda Fees as set forth in the Order Form within thirty (30) days of the date of the invoice (the "Payment Due Date"). Fees may be invoiced either directly through Camunda or through AWS Marketplace. Any amounts which are overdue will bear a late payment fee of the lower of one-point five percent (1.5%) per month or the maximum rate allowed by law, accruing from and including the Payment Due Date to and excluding the date of actual payment. Any late payment fee accruing under this Section will be immediately due and payable by Customer. All payments accrued or made under this Agreement are non-cancellable and non-refundable. All amounts payable to Camunda under this Agreement shall be paid by Customer in full without any set-off, recoupment, counterclaim,

deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5.2 Taxes

All stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added tax, sales taxes and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any applicable taxes including, but not limited to, withholding taxes, will be paid by Customer, or Customer will present an exemption certificate acceptable to the tax authorities. Despite the foregoing, Customer will not be liable for taxes imposed on Camunda based on Camunda's income.

5.3 Prices

Camunda reserves the right to change its Fees and/or change the Software, Services, and/or Subscription model available under this Agreement; however, any changes Camunda makes will not apply to the Customer with respect to any fully paid or contractually agreed Subscription Term.

5.4 Payment through a Paying Agent

The Parties agree that Customer may pay the Fees through a Third Party ("Paying Agent"). Where Customer pays the Fees through a Paying Agent, the Customer will conclude an Order Form with Camunda whereby the Order Form shows the Paying Agent as the "Bill to" party. Additionally, the Paying Agent and Customer will enter into a separate agreement setting forth the Fees to be paid by Customer to the Paying Agent for such Subscriptions, as well as any other terms or conditions that apply between them. Camunda hereby agrees that, subject to receiving payment from the Paying Agent, it shall be responsible to Customer, pursuant to the terms and conditions of this Agreement, for the Subscription of the Software of the Software and the Services. Customer hereby acknowledges that Camunda will not be responsible for the obligations of any Paying Agent to Customer under such separate agreement, for the acts or omissions of the Paying Agent, or for any Third-Party products or services furnished to Customer by the Paying Agent.

6 **Confidential Information**

6.1 Definition

"Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form or medium that the Disclosing Party considers confidential, whether or not marked, designated or otherwise identified as "confidential". Confidential Information shall be deemed to include in particular: Trade Secrets, products, manufacturing processes, know-how, inventions, business relations, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data), any documents and information of the Disclosing Party which are subject to technical and organizational secrecy measures and which are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission. Without limiting the foregoing: (i) each Party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such Party's Confidential Information, and (ii) each of the source code to the Software and the Documentation shall be deemed to be Camunda's Confidential Information. Without prejudice to any rights it may have under applicable law, the Disclosing Party shall have all property rights, rights of use and exploitation rights with respect to the Confidential Information, unless otherwise provided in this Agreement. The Receiving Party is aware that the Confidential Information described above has not previously been generally known or readily accessible, either in its entirety or in its details, and is therefore of commercial value and is protected by the Disclosing Party through appropriate confidentiality measures. If a Confidential Information under this Section 9 does not meet the requirements of a Trade Secret within the meaning of applicable law, such information shall nevertheless be subject to the obligations of this section on Confidential Information. Confidential Information will not, however, include any information which (a) was publicly known or made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party and/or without breach of a confidentiality obligation; (c) is already in the possession or comes into the possession of the Receiving Party where such possession is not the result of a breach of confidentiality, in each case, as shown by the Receiving Party's files and records immediately prior to the time of

disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by document and other competent evidence in the Receiving Party's possession.

6.2 Non-Use and Non-Disclosure

Except to the extent authorized in writing by the Disclosing Party (including in this Agreement), the Receiving Party shall hold in confidence and not use or disclose any Confidential Information of the Disclosing Party to any Third Party other than Affiliates, Representatives and partner (if any), however for the last on a need-to-know basis. The Receiving Party is prohibited from obtaining Confidential Information by means of so-called Reverse Engineering. "Reverse Engineering" shall mean all actions, including observing, testing, examining and disassembling or reassembling with the purpose of obtaining Confidential Information. The Receiving Party shall refrain from exploiting or imitating Confidential Information outside the scope of its purpose in any manner whatsoever (in particular by means of Reverse Engineering) or having it exploited or imitated by third parties and, in particular, from applying for intellectual property rights – in particular trademarks, designs, patents or utility models – to the Confidential Information. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party and to comply with the legal and contractual provisions on data protection when processing the Confidential Information. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.

6.3 Compelled Disclosure

The Receiving Party or any of its Affiliates or the Representatives shall be permitted to disclose Confidential Information if and to the extent they are required to do so by applicable law. If the Receiving Party or any of its Affiliates or the Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The Receiving Party shall furthermore indicate in the course of disclosure that, if this is the case, Trade Secrets are concerned and shall ensure that protections under applicable law are applied.

6.4 Return of Confidential Information

Upon expiration or termination of this Agreement for any reason, the Receiving Party will return or destroy all copies of all Confidential Information of the Disclosing Party in its possession or under its control upon request of the Disclosing Party, provided that the Receiving Party shall not be required to return or destroy any Confidential Information if and to the extent that (i) it is required to retain such Confidential Information by law, regulation or court order, or (ii) such Confidential Information is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system in accordance with internal record-keeping policies. Any Confidential Information which is not returned or destroyed remains subject to the confidentiality obligations of this Agreement.

6.5 Data Protection

Both Parties will comply with the European data protection laws, including but not limited to the GDPR. Unless otherwise agreed to in writing, and except for limited information required when setting up user or administrator accounts (e.g. name, email address), neither Party shall or is required to provide any other personal data of their employees or customers that will be processed on behalf of the other Party which is or may be subject to regulation under national or international privacy rules and regulations. If Customer nevertheless transmits or shares or intends to transmit or share any other personal data of its employees or end customers, it shall notify Camunda in advance by either notifying Camunda or by triggering the execution of a DPA by filling out the online form here. In any event, Camunda will, taking into account the nature of the personal data and the risks involved in the processing of any such personal data, maintain reasonable and appropriate security measures, including technical and organizational safeguards designed to ensure the security and confidentiality of personal data.

7 Infringement

7.1 Obligation

Subject to each of the other provisions hereof, Camunda (at its expense) shall defend or, at its option, settle, any Infringement Claim brought against Customer by a Third Party and indemnify Customer against damages and costs (i) finally awarded against by a court of competent jurisdiction or (ii) settled with the consent of Camunda and in both cases payable by Customer in any such Infringement Claim. For purposes of this indemnification section, Infringement Claim shall mean any claim, action or proceeding asserting that, during the applicable Subscription Term, any software program included in the Software to the extent licensed under this Agreement or copyrighted to Camunda infringes a copyright, trade secret or U.S., E.U., or Japanese patent of any Third Party.

7.2 Exclusions

Camunda shall have no obligation under the previous Section for: (i) any modification of the Software that is not performed by or on behalf of Camunda; (ii) the combination or use of the Software with any other products, services or equipment not provided by Camunda or part of the Software, where there would be no Infringement Claim but for such combination; (iii) Software not provided directly to Customer by Camunda; (iv) use of the applicable Software other than in accordance with the terms and conditions of this Agreement; or (v) the failure of Customer to use, within thirty (30) days of Customer's receipt of notice from Camunda regarding the availability of a new Version and that such new Version addresses an infringement issue, an update of the Software that would have avoided the Infringement Claim without a material loss of functionality.

7.3 Conditions

Camunda's obligations pursuant to this Section are conditional upon Customer (i) notifying Camunda in writing of the claim promptly after its receipt of the claim, (ii) not acknowledging the alleged infringement of the intellectual property right even if the Customer discontinues use of the software, (iii) allowing Camunda to assume sole control of the defense and any settlement negotiations related to the claim and (iv) cooperating with Camunda, at Camunda's expense, in the defense and any related settlement negotiations related to the claim.

7.4 Remedies

In the event that any software program included in the Software is held, or in Camunda's sole opinion may be held, to constitute an infringement, Camunda, at its option and expense, will either (i) modify or replace such program, or infringing part thereof, within a commercially reasonable timeframe to make it non-infringing provided there is no substantial loss of functionality, (ii) procure for Customer the right to continue using such program, or infringing part thereof, or (iii) accept return of the Software which includes such program and terminate this Agreement and refund to the Customer a portion of the prepaid Fees paid in relation to the applicable Subscription Term, pro rata for the cancelled portion of the Subscription Term.

8 Warranty

8.1 Performance

Each Party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) it will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the execution and delivery of this Agreement and any respective Order Form and the performance of such Party's obligations thereunder have been duly authorized and the Agreement and any respective Order Form is validly and legally binding on such Party and enforceable in accordance with its terms.

8.2 Services Warranty

Camunda warrants that (i) it will perform all applicable Services in a professional, workmanlike manner, consistent with generally accepted industry practice and (ii) that for a period of sixty (60) days after the Start Date of the Subscription, the Software will function substantially in accordance with the applicable Documentation. In the event of a breach of the foregoing warranty, Camunda's sole obligation, and Customer's exclusive remedy, shall be for Camunda at its sole discretion to re-perform the applicable Services or correct any Error in the Software, as applicable. If Camunda is unable to correct the Error within thirty (30) days of receipt of notice of the applicable non-conformity, Camunda grants Customer the right to terminate the Subscription, whereby Camunda refunds to Customer any prepaid and now unused Fees paid by Customer to

Camunda for the applicable Subscription Term on a pro rata basis as of the effective date of the termination.

8.3 Limitation of Warranties

Camunda's warranty provided in 8.2 (ii) will not apply if: (i) Customer fails to update to new Versions of the Software made available to Customer which would address any breach of this warranty; (ii) the Software has been altered, except by or on behalf of Camunda; (iii) the Software has not been used or operated in accordance with this Agreement and/or the Documentation; or (iv) the Software is used on systems not meeting specifications identified by Camunda in the Documentation.

8.4 Disclaimer of Warranties

THE SERVICES REPRESENT AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS. EXCEPT AS SET FORTH IN SECTIONS 8.1, 8.2 and 8.3, 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 CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAMUNDA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, THE SOFTWARE AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMUNDA, ITS DISTRIBUTORS, AGENTS, CONTRACTORS OR EMPLOYEES INCREASES THE SCOPE OF THIS WARRANTY.

9 Liability

9.1 Excluded Damages

EXCEPT FOR ANY LIABILITY UNDER "CONFIDENTIALITY", UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORIES OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT. CAMUNDA WILL BE LIABLE FOR LOSS OF DATA ONLY TO THE EXTENT SUCH LOSS IS DIRECT AND WOULD HAVE OCCURRED EVEN IF CUSTOMER HAD MADE A BACKUP OF ALL THE RELEVANT DATA. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF THAT PARTY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER WARRANTIES, CONDITIONS, OBLIGATIONS OR DUTIES WHICH ARE REQUIRED BY MANDATORY LAW EXCEPT TO THE EXTENT PERMISSIBLE UNDER SUCH MANDATORY LAW.

9.2 Damages Cap

EXCEPT FOR ANY LIABILITY ARISING FROM (i) A VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT OR (ii) CAMUNDA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY ORDER FORM FOR AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE, THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE DATE OF CLAIM. IN THE CASE OF CAMUNDA'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL CAMUNDA BE LIABLE TO CUSTOMER UNDER ANY ORDER FORM FOR AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE, TWO TIMES (2X) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE DATE OF CLAIM.

9.3 Basis of the Bargain

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

9.7 Applicability

The foregoing sub-sections apply equally to Affiliates, legal representatives and vicarious agents of Camunda.

10 Termination

Any notice of termination must be in writing and must be given by a person authorised to terminate the Agreement and/or Subscription.

10.1 Term of the Agreement

This Agreement is binding upon signing and will continue through the Term of its Order Form.

10.2 Subscription Term

The initial term of this Subscription will be the Term selected in AWS Marketplace, beginning on the Effective Date (the "Minimum Term"). The Minimum Term will, as defined in the applicable Order Form, either (i) renew for Terms of equal length (each, a "Renewal Term") upon the mutual written agreement of the Parties ("Manual Renewal"), or (ii) automatically for successive Terms of equal length unless terminated by either Party by providing written notice of non-renewal at least ninety (90) days prior to the end of the then-current Minimum Term or Renewal Term (Auto-Renewal").

The Minimum Term and any Renewal Terms are together referred to as the "Term" or "Subscription Term".

10.3 Termination

Either Party may terminate this Agreement and the associated Subscriptions and Order Forms at any time (i) if the other Party materially breaches this Agreement and such breach has not been cured within thirty (30) days after the non-breaching Party has sent written notice thereof; or (ii) subject to any applicable law, if the other Party is dissolved or liquidated or takes any corporate action for such purpose, becomes insolvent or is generally unable to pay its debts as they become due, becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Notwithstanding the above, Camunda may terminate this Agreement, all Subscriptions, and all associated Order Forms for non-payment by Customer of any Fees unless Customer pays such Fees in full within ten (10) days after receipt of Camunda's written notice of non-payment. The expiration or termination of this Agreement has no effect on the Subscriptions existing at the time of termination, which remain in force until the end of the then-current Subscription Term, provided that if the termination is as a result of a material breach by Customer, Camunda may terminate any Subscriptions existing at the time of termination by written notice to Customer.

11 Export, Human Rights, and Anti-Corruption

11.1 Export

The Software may be subject to export laws and regulations of the United States, the European Union, the United Kingdom, the Federal Republic of Germany and other jurisdictions. Both Parties represent and warrant that they or any of their Affiliates (i) is not a Prohibited Entity, or (ii) has not taken and will not take any action, directly or indirectly, that would result in a violation of Sanctions, or that would otherwise cause the other Party or its Affiliates to violate Sanctions.

For purposes of this section, "Sanctions" means to the extent applicable to the Parties, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, or trade embargoes administered or enforced from time to time by (i) the United States, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or the U.S. Department of Commerce, or through any existing or future Executive Order; (ii) the United Nations Security Council; (iii) the European Union; (iv) the United Kingdom; or (v) any other government authority with jurisdiction over the Parties. "Prohibited Entity" means (i) a person (an entity or an individual) on any list of targets designated pursuant to any Sanctions, (ii) a person, countries, or territories that are the target of any territorial or country-based Sanctions programs, or (iii) a person owned or controlled by any person covered by (i), or (ii).

11.2 Compliance Human Rights

Each party shall comply with internationally proclaimed human rights such as the Universal Declaration of Human Rights and shall not contribute to or be complicit in human rights abuses of any kind. Both parties shall seek to implement internationally recognized standards, including but not limited to the eight Conventions of the International Labour Organization (ILO), which regulate international labor standards. In particular, each party shall seek to provide for protection against discrimination, unequal treatment, harassment and ensure the provision of a safe workplace and minimum wage.

11.3 Anti-Corruption Laws

Each Party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, the German Act to Combat Corruption of 2015 and similarly applicable anti-corruption and anti-bribery laws.

12 Miscellaneous

12.1 Assignment

Camunda may assign this Agreement or the Order Form in the event of a merger, acquisition, change of control or sale of all or substantially all of its business or assets. Other than in these limited instances, however, neither Party shall assign, transfer or sublicense any obligation or benefit under this Agreement or the Order Form without the written consent of the other Party, which consent by Camunda will not be unreasonably withheld in the event of the merger or sale of all or substantially all of the business or assets of Customer. Notwithstanding the foregoing, Camunda may assign or transfer this Agreement or the Order Form or parts of the rights and obligations of this Agreement or the Order Form solely to Camunda's parent company, Camunda Services GmbH, without the requirement of Customer's consent.

12.2 Sub-contracting

Except as provided for in this section, Camunda shall not subcontract all or part of its obligations under this Agreement or the Order Form to a Third Party without prior approval by Customer. Despite the foregoing or any other provision of this Agreement to the contrary, Customer understands and agrees that Services under this Agreement may be provided in whole or in part by employees or Representative of the signing Camunda entity or a related Camunda entity. Consequently, Camunda shall be permitted to subcontract all or part of its Services obligations under this Agreement or the Order Form to any Camunda Affiliate and/or Representatives without the requirement of prior approval by Customer; provided, however, that Camunda shall remain responsible for the performance of such obligations, and for compliance with the terms and conditions of this Agreement and (if applicable) the Order Form, by any such Camunda Affiliate and/or Representative.

12.3 Notices

All notices under this Agreement shall be delivered by email; if to Camunda at customer-success@camunda.com; if to Customer at the email address provided to Camunda on the applicable Order Form, any Customer portal page provided by Camunda to Customer or as communicated in writing by Customer to Camunda. Any notices which also require physical delivery shall be in writing, and shall be personally delivered or sent by prepaid certified or registered mail to the address of the Party to whom notice is being provided or such other address as such Party last provided to the other by written notice. Any notices shall be deemed to have been given or made and to have been received on (i) the day of delivery if personally delivered, (ii) on the day of sending if sent via email before 5:00 p.m. on a business day in the jurisdiction of the recipient's registered address, and otherwise on the next following business day, and (iii) on the third business day following postage if sent by prepaid certified or registered mail. A notice will not be deemed to have been sent via email if the sender receives an automated system notification that the email has failed to send or has failed to reach the recipient's inbox.

12.4 No Waiver

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

12.5 Severability

If any provision of this Agreement is invalid in law, this shall be without prejudice to the legal effectiveness of the other parts of this Agreement. In lieu of the invalid provision, the Parties undertake to agree to a valid clause which reflects it as

nearly as possible in business terms and best serves the purpose of this Agreement. The same shall apply in the event of any omission from this Agreement.

12.6 Governing Law; Venue

This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in New Castle County, Delaware. The rights and obligations of the Parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

12.7 Conflict Resolution

If a conflict arises between the Parties out of or in connection with this Agreement or the use of the Software, the Parties shall first seek an amicable settlement. In the event of disputes arising out of or in connection with this Agreement or the use of the Software, the Parties undertake to conduct mediation in accordance with the ICC Mediation Rules before resorting to a court of law within the meaning of 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.

12.8 Amendments

This Agreement may be modified, replaced or rescinded only by a written amendment that expressly amends by reference to the section or sections, which they want to change or replace and which is signed by a duly authorized representative of each Party.

12.9 Customer Reference; Publicity

Either Party to this Agreement may publicize the existence of the business relationship established by this Agreement in connection with its products, promotions, or publications. Customer agrees to act as a reference customer for Camunda, and to participate in a case study as reasonably requested by Camunda. The Customer grants to Camunda, during the term of this Agreement and any Order Form, a limited, personal, non-exclusive, non-transferable license to use and distribute Customer's logo on Camunda's website. Subject to the other Party's approval of any release, which approval will not be unreasonably withheld, Camunda and Customer agree to issue a joint press release within thirty (30) days of execution of the Order Form (or sooner if mutually agreed). Customer agrees to provide an executive level quote for such press release. Despite the foregoing, neither party may disclose the specific terms of this Agreement, except as required by applicable law.

12.10 Entire Agreement

This Agreement and its Exhibits and any Amendments, together with any Order Forms executed by the Parties, each of which is hereby incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) an applicable Order Form attached to this Agreement and (ii) this Agreement, including its other Exhibits and Amendments.

12.11 Force Majeure

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

12.12 Representation of Authority

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

12.13 High Risk Activities

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

12.14 U.S. Government

The Software and the Documentation are "commercial items", as defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.2702-4, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.2702-1 through 227.7202-4, as applicable, the commercial computer software and commercial computer software documentation are being licensed to U.S. government end users (a) only as commercial items and (b) with only those rights that are granted to all other end users pursuant to the terms and conditions set forth in this Agreement and any applicable license agreement for the Software.

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 Scope

Camunda shall provide the following Support and Maintenance Services with due diligence and care during the applicable Subscription Term:

- (i) support Customer Named Support Contacts with their questions concerning the use of the Software in the process of software development and in the operation of process applications (including, for example, by providing help with definable problems of software development or by explaining the functions and their use);
- (ii) make available new Versions of the Software as outlined below; and
- (iii) correct Errors and respond to Support Requests within the time periods as offered by Camunda in its SLA and specified on the applicable Order Form.

2 New Versions

Support and Maintenance Services are provided for each Version of the Software that is supported at a particular time and for a period of 18 months from the release date for any Minor Release of the Software. For further Support and Maintenance Services thereafter, Customer must update to a more recent Version of the Software if available. If a more recent Version is not available, Camunda will maintain Support and Maintenance Services on the then-current Version of the Software pursuant to this Agreement until a new Version is available. Whether a particular Version of the Software is supported at a particular time can be gathered from the Documentation. Camunda publishes new Versions of the Software from time to time via the download page at its sole discretion. As soon as Camunda provides a new Version, the Documentation shall also be adapted accordingly and Camunda will inform the Named Support Contacts.

3 Customer’s responsibilities

Customer acknowledges that its cooperation is essential to the proper performance of Support and Maintenance Services by Camunda. To enable Camunda to provide Support and Maintenance Services, Customer agrees to the following:

- (i) If an Error occurs, a Named Support Contact shall promptly inform Camunda via the agreed upon reporting method (as set forth in Section 5 of this Exhibit A).
- (ii) The Error must be reproducible by Camunda without using a special, adapted or extended Version of the Software. If necessary, Customer agrees to assist Camunda in automatically reproducing the Error, including for example via a unit test. Should such an automatic reproduction be impossible, Error shall be described as precisely as possible.
- (iii) If an Error is reported, Customer shall: (A) provide Camunda with the information requested to eliminate the problem and support Camunda in eliminating the Error; and (B) inform Camunda of any modifications to the Software it has made or any other issues that may impact the operation of the Software.
- (iv) Customer shall cooperate with Camunda to provide Camunda with sufficient time and the opportunity to carry out the necessary work.
- (v) Unless not commercially reasonable to do so, Customer shall implement suggestions from Camunda on elimination of Errors, including, but not limited to, installation of Minor Releases, Patch Releases or hotfixes pursuant to this Agreement.

- (vi) Customer is solely responsible for the appropriate daily backup of its data in accordance with the importance of the respective data. This also applies in particular for all data Customer manages with the Software.
- (vii) Any obligations of Camunda for Support and Maintenance Services do not extend to (i) Errors that are due to unauthorized modifications of the Software by Customer or a Third Party or (ii) Customer's failure to comply with this Section 3.

4 Excluded services

Support and Maintenance Services under this Agreement do not include any of the following:

- (i) Support and Maintenance Services on Customer's premises,
- (ii) Support and Maintenance Services for any Version of the Software modified by Customer,
- (iii) installation on Customer's hardware for the purpose of achieving initial operational readiness of the Software,
- (iv) development of software programs (e.g. add-on modules or components) that have other functions than those described in the applicable Documentation of the Software,
- (v) programming services to integrate the Software with products of Customer or Third Parties,
- (vi) support of adaptations and extensions of the Software programmed by Customer,
- (vii) Support and Maintenance Services for the integration of the Software into the data processing environment of Customer,
- (viii) introduction and training of Customer's employees in the use of the Software,
- (ix) recommendation of action for the optimal use of the Software,
- (x) Error correction and Remote Consulting Services in case of operational Errors that are based on non-compliance with the operating conditions for the Software contained in the applicable Version of the Documentation,
- (xi) any Support and Maintenance Services for any components that Customer did not receive as part of the Delivery of the Software, or
- (xii) any other services not specifically set forth herein, including, but not limited to, customization, programming, integration, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, analysis or corrections of Errors caused by Customer's non-compliance with this Agreement or Documentation or unauthorized modifications, and recovery of data, including data stored by the Software.

Exhibit is continued on next page

5 SLA

Subject to each of the other provisions of the Agreement, with the purchase of a Subscription, Camunda will respond to Errors according to the SLA Identified in the applicable Order Form (Standard or Advanced SLA) and as defined in the table below. The timeframes in the table regarding Response Times set forth the time period in which Camunda will initially provide a qualified response to Customer, but do not represent resolution time frames.

Standard SLA

Severity Level	Support Hours	Response Times	Reporting Method
1 (Critical Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline
2 (Major Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline
3 (Support Requests)	8x5	16 Business Hours	Ticketing System

Advanced SLA

Severity Level	Support Hours	Response Times	Reporting Method
1 (Critical Error)	24x7	2 Hours	24x7 Emergency Hotline
2 (Major Error)	8x5	8 Business Hours	Primary: Ticketing System Secondary: Normal Hotline
3 (Support Requests)	8x5	16 Business Hours	Ticketing System

Exhibit B “Remote Consulting Services”

Terms not defined in this Exhibit shall have the same meaning set forth in the Agreement. Any failure of Customer to pay all Fees as they come due or 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 Remote Consulting Services hereunder.

1 Scope

Subject to Customer's compliance with the terms of the Agreement, in particular the timely payment of all applicable Fees, Customer is entitled to receive Remote Consulting Services during the applicable Subscription Term for an annual quota of Remote Consulting Services hours as set out in the applicable Order Form, which shall be provided by Camunda with due diligence and care upon Customer’s request.

“Remote Consulting Services” means any services provided hereunder and which do not fall within the scope of Support and Maintenance Services. In particular, these include Help Requests which contain queries that go beyond the functionality of the Software and involve issues regarding use of the Software in the software development process and during operation. Typical examples of Remote Consulting Services are

- (i) assessment and commenting of Customer’s models (BPMN, DMN), Customer-specific code, SQL statement, etc.,
- (ii) answering questions or giving recommendations for action regarding the practical application of the Software, or
- (iii) outlining examples of successful best practices from other Customer projects.

If the annual quota of Remote Consulting Services hours is used up during the Subscription Term, Camunda will notify the Named Support Contact. At the end of each Subscription Term the unused Consulting hours expire without any refund.

2 Availability of the consultant

Camunda shall put a consultant at the Customer’s disposal on the Start Date of a Subscription. Camunda shall appoint a new, qualified representative for the Customer if Camunda decides it necessary for operational reasons or if the consultant becomes unavailable. A Named Support Contact of the Customer may contact the consultant using the ticketing system. Direct interactions with the consultant are possible by telephone or web conference (e.g., Webex, Skype GoToMeeting, Zoom, etc.) and must be agreed individually with the consultant. The consultant or a suitable alternative consultant shall be generally available during Business Hours. The Response Times agreed in the Order Form for Support and Maintenance Services expressly do not apply.

EXHIBIT C “Camunda SaaS Enterprise”

The following Exhibit applies to all Subscriptions concluded on the basis of this Agreement and classified as a Camunda SaaS Enterprise Subscription. In case of a conflict between this Exhibit and any other clause of the Agreement, the terms of this Exhibit will prevail.

1 Definitions

Definitions not otherwise defined in the Agreement or in the Documentation will have the meanings ascribed to them in this Section.

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

Availability Service Credit means the percentage of any Total Monthly Fees credited to Customer’s invoice in accordance with Section 9 (“Availability Targets and Availability Service Credits”) of this Exhibit.

Cluster means a deployment of Automation Components for Camunda SaaS Enterprise.

Development Cluster is a Cluster provided for development purposes and non-production usage with Reserved CPU, Reserved GB RAM and Reserved GB Storage as defined in the Order Form.

Downtime means the total number of minutes during a calendar month for a given Component during which that Component is unavailable, excluding any Excluded Downtime. A minute is considered to be unavailable for a given Component if all continuous attempts by Camunda’s monitoring system to write to that Component within that minute fail. Partial minutes of unavailability will not be counted as Downtime.

Excluded Downtime means any minutes of Downtime resulting in whole or in part from any of the following:

- a) suspension of Customer’s use of Camunda SaaS Enterprise in accordance with this Agreement;
- b) Customer’s use of Camunda SaaS Enterprise outside the Hosting Packages;
- c) Customer’s breach of this Agreement or unauthorized actions through Customer’s Account;
- d) factors outside of Camunda’s reasonable control, including but not limited to any Event of Force Majeure (as defined in the Master Subscription Agreement), Customer’s systemic internet issues, Customer’s inadequate bandwidth, and any other act or omission of any third party services, hardware or software provider;
- e) Customer’s failure to use Camunda-supported clients with acceptable configuration values as defined in the Documentation;
- f) failure by Customer to take any reasonable remedial action in relation to Camunda SaaS Enterprise as recommended by Camunda to prevent Downtime, or otherwise preventing Camunda from doing taking such remedial action;
- g) Customer’s negligence or willful misconduct, which may include failure to follow agreed-upon procedures;
- h) any:
 - i) scheduled Maintenance Work that takes place upon at least five (5) days’ notice;
 - ii) ad hoc Maintenance Work carried out to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical Patches or
 - iii) updates to Clusters initiated by Customer; or
- i) Customer’s failure to provide information required by Camunda to provision or run any Cluster.

Hosting Packages means the metrics that determine the Fees for a Subscription based on the amount of Reserved CPU Cores, Reserved GB RAM and Reserved GB Storage reserved by Customer.

Maintenance Work means the development and adaptation of Camunda SaaS Enterprise by Camunda in order to improve Camunda SaaS Enterprise and/or introduce new functions or eliminate Errors, which may lead to unavailability.

Malware means any computer code or other computer instructions, devices or techniques (including without limitation those known as Trojans or time bombs) that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner the operation of a network, computer program or computer system.

Monthly Uptime Percentage means, for any Component, the total number of minutes in a calendar month minus the number of minutes of Downtime in that month, divided by the total number of minutes in that month. Any Component within a Cluster which is provisioned and running for only a part of a calendar month is deemed to be 100% available during the portion of the month in which that Cluster was not provisioned and running.

Reserved CPU Cores means the number of CPU cores purchased by Customer, as set out in any Order Form.

Reserved GB RAM means the gigabytes of RAM purchased by Customer, as set out in any Order Form.

Reserved GB Storage means the gigabytes of storage purchased by Customer, as set out in any Order form.

Stable means, in relation to a Cluster, that the Cluster uses a Version of Camunda SaaS Enterprise which is not an Alpha Version.

Total Monthly Fee means the amount equal to the annual Fee for the respective Subscription divided by twelve.

2 Registration. Right to use Camunda SaaS Enterprise and Beta Offerings

2.1 In order to use Camunda SaaS Enterprise and the Services, Customer must register for a Camunda SaaS Enterprise Account (the "Account"). By creating the Account, Customer acknowledges that it is responsible for maintaining the security of this Account (including, but not limited to, login credentials and security keys) and for all activities that occur under this Account. Customer agrees to promptly notify Camunda of any unauthorized use of the Account, or any other breaches of security of which Customer becomes aware. Camunda will have no liability for any acts or omissions on Customer's or any Third Party's part, including any damages of any kind incurred as a result of such acts or omissions. Subject to Section terms of the Master Subscription Agreement and its Exhibits, any notifications regarding Camunda SaaS Enterprise or the Services will be sent to the email address registered with this Account.

2.2 During the Subscription Term, and subject to Customer's compliance with this Agreement, Camunda grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to use Camunda SaaS Enterprise within the License Scope, the Usage Metrics and the Hosting Packages.

2.3 From time to time, Camunda may invite Customer to try beta products or services ("Beta Offerings") at no additional charge. Beta Offerings will be clearly designated as beta, limited release, developer preview, non-production, evaluation, or a similar description. Customer may accept or decline any such Beta Offerings in its sole discretion and agrees that any Beta Offerings are for evaluation purposes and not for production use, are not supported by any Services, and may be subject to additional terms. Camunda may discontinue Beta Offerings at any time in its sole discretion and may or may not make them generally available. Clusters containing Beta Offerings cannot be updated to newer Versions: accordingly, Customer will need to delete such Clusters and replace them with a new Cluster to receive subsequent Versions Camunda SaaS Enterprise. Camunda will have no liability (including under any indemnities in this Agreement) for any harm or damage arising out of or in connection with a Beta Offering, which is provided "as is", exclusive of any warranty whatsoever.

3 Restrictions

3.1 Customer shall not: (i) execute or attempt to execute any Malware in Camunda SaaS Enterprise or use or attempt to use Camunda SaaS Enterprise to transmit Malware; (ii) use Camunda SaaS Enterprise to store or distribute any

information, material or data that is harassing, threatening, infringing, libellous, unlawful, obscene, or which violates the rights of any third party; (iii) use Camunda SaaS Enterprise to compete against Camunda; (iv) use Camunda SaaS Enterprise for purposes of monitoring performance or functionality (for example via penetration testing) other than for the purposes of measuring Downtime, or for any other benchmarking or competitive purposes including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, make access to Camunda SaaS Enterprise through Customer's Account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon Camunda SaaS Enterprise; (vii) interfere with or disrupt the integrity, security or performance of Camunda SaaS Enterprise or Third Party data contained therein; (viii) attempt to gain unauthorized access to Camunda SaaS Enterprise or any associated systems or networks; or (ix) modify, make derivative works of, disassemble, decompile or reverse engineer Camunda SaaS Enterprise or any component thereof; (x) perform or attempt to perform any actions that would prevent use of Camunda SaaS Enterprise by Camunda's other licensees or customers.

3.2 If Camunda believes, in its sole discretion, that Customer has violated or attempted to violate this Agreement, or the use of Camunda SaaS Enterprise by Customer presents a material security risk, Camunda may suspend Customer's use of Camunda SaaS Enterprise until the violation or security risk has been corrected. Camunda will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension.

3.3 Customer will indemnify Camunda from and against all and any losses, liabilities, damages, demands, suits, causes of action, judgments, costs and expenses (including court costs and reasonable attorneys' costs up to any applicable statutory cap) arising out of or relating to claims brought against Camunda by Third Parties which (i) are based on a violation of this Agreement by Customer or (ii) relate to or arise from disputes involving Customer and relate to use of Camunda SaaS Enterprise to the extent such any losses, liabilities, damages are not caused by Camunda's breach of this Agreement.

4 Availability and Maintenance Work

4.1 Camunda will use commercially reasonable efforts to ensure a Monthly Uptime Percentage for the Camunda SaaS Enterprise as set out in Section 9 of this Exhibit. Any Errors affecting the Monthly Uptime Percentage must be reported to Camunda as soon as reasonably practicable via the agreed-upon reporting method.

4.2 Camunda will use reasonable efforts to provide advance notice of any Maintenance Work, and will carry out any non-emergency Maintenance Work leading to an interruption of technical usability outside Business Hours. However, Camunda is entitled to carry out ad hoc Maintenance Work to avoid future unavailability, address high security risks or high risks for overall platform stability, and provide other critical Patches or hotfixes. Customer agrees that Camunda may access Customer's Clusters in order to carry out Maintenance Work.

5 Technical Requirements

Customer has and will retain sole responsibility for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) networks and internet services, whether operated directly by Customer or through the use of Third Party services, required to use or receive Camunda SaaS Enterprise and the Services.

6 Telemetry Data

For the purpose of this section Telemetry Data means all information and data of Customer collected in connection with Customer's use of Camunda SaaS Enterprise, including but not limited to information about browsers, implemented clients, and related pages accessed by users, API calls and Camunda SaaS Enterprise Version. It may contain Personal Data such as hashed IP addresses, email addresses and identifiers, including cookies, but is generally technical, aggregated or pseudonymized. Customer acknowledges that certain features used in connection with Camunda SaaS Enterprise are configured to collect and report Telemetry Data to Camunda to improve the user experience, to track usage of Camunda SaaS Enterprise, to ensure the security, stability and functionality of Camunda SaaS Enterprise and provide support to Customer, such as guidance that will help optimise usage. Camunda will use Telemetry Data subject to applicable law and Camunda's Privacy Policy, which is available at <https://camunda.com/legal/privacy/>. Customer hereby consents and grants Camunda a worldwide right to collect, host, copy, use, execute, transmit and display Telemetry Data, Customer applications

and any Third Party products, as necessary to provide and improve Camunda SaaS Enterprise and the Services to Customer. Camunda will not acquire any right, title or interest from Customer in or to any information processed or transmitted by or on behalf of Customer in Camunda SaaS Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

7 Process Experience Components

Process Experience Components are under constant development. Since Customer solely accesses these Components without selecting a corresponding version, the current version of the Component is always used. Therefore, Section 2. “New Versions” of Exhibit A “Support and Maintenance Services” is not applicable for Process Experience Components.

8 Disclaimer of Warranties for Development Clusters

NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, DEVELOPMENT CLUSTERS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND CAMUNDA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO DEVELOPMENT CLUSTERS. 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 DEVELOPMENT CLUSTERS. WITHOUT LIMITING THE FOREGOING, CAMUNDA DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF DEVELOPMENT CLUSTERS WILL MEET CUSTOMER’S REQUIREMENTS, OR (B) CUSTOMER’S USE OF DEVELOPMENT CLUSTERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS.

9 Availability Targets and Availability Service Credits

9.1 Camunda will use commercially reasonable efforts to ensure a Monthly Uptime Percentage of 99.5% for the Core Components of Camunda SaaS Enterprise within each Stable Cluster and 95.0% for any other Component within each Stable Cluster (the “Availability Targets”). Availability Targets do not apply to Components within a Cluster which uses an Alpha Version or Beta Offering of Camunda SaaS Enterprise, or to Components within Clusters which use a Version of Camunda SaaS Enterprise for which Support and Maintenance Services are no longer supported (as specified in Section 2 of Exhibit A of this Master Subscription Agreement). If the Monthly Uptime Percentage for Camunda SaaS Enterprise Core Components within a Stable Cluster fall below the Availability Targets in any calendar month, Camunda will, subject to Customer’s compliance with this Exhibit, provide the following Availability Service Credit, calculated as a percentage of the Total Monthly Fee:

Monthly Uptime Percentage	Availability Service Credit
Less than 99.5% but equal to or greater than 99.3%	1.5%
Less than 99.3% but equal to or greater than 99.0%	3%
Less than 99.0%	4.5%

9.2 Customer will not be eligible to receive any Availability Service Credits if, on the date that an Availability Service Credit is requested, any Fees then due and payable by Customer are outstanding. To receive an Availability Service Credit, Customer must submit a claim by logging a support ticket. To be eligible, the credit request must be received by Camunda within five (5) calendar days after the last day of the month in which Camunda SaaS Enterprise has not met the Availability Targets within any Cluster, and must include all information reasonably necessary for Camunda to verify the claim, including:

- the words “Availability Service Credit Request” in the subject line;
- the Cluster ID if any Cluster for which the Availability Service Credit is requested;
- a description of the applicable client(s) (as specified in the Documentation), the version of each such client, and the configurations for each such client; and
- a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed write attempts.

9.3 Camunda will evaluate Customer requests and determine in good faith whether an Availability Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Camunda confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Availability Targets, then Camunda will apply the Availability Service Credit to Customer against the next invoice related to this Subscription. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving an Availability Service Credit. Availability Service Credits are not refundable in cash and can only be used as a credit against future invoices. Availability Service Credits are exclusive of any applicable taxes charged to Customer or collected by Camunda. Availability Service Credits are Customer’s sole and exclusive remedy for any unavailability of Camunda SaaS Enterprise within Clusters. Availability Service Credits expire without refund twelve (12) months from issuance.

EXHIBIT D “Camunda Self-Managed Enterprise”

The following Exhibit applies to all Subscriptions concluded on the basis of this Agreement and classified as a Camunda Self-Managed Enterprise Subscription. In case of a conflict between this Exhibit and any other clause of the Agreement, the terms of this Exhibit will prevail.

1 Delivery

Camunda shall provide the Software in object code only; no physical format shall be delivered. Promptly after execution of the initial Order Form, Camunda will provide the Customer with the license key to the Software which the Customer will be able to access electronically under <https://docs.camunda.io>. For purposes of the applicable Order Form, the Software will be deemed to have been delivered to Customer upon provision of such license key (“Delivery”) and the Software is deemed to be accepted by Customer upon Delivery. For every Renewal Term, Customer acknowledges and agrees that there is no further Delivery requirement. Such Renewal Term shall be deemed delivered on the first day of the then-current Subscription Term of the applicable Subscription.

2 License rights for Camunda Self-Managed Enterprise

2.1 License Grant

Subject to Customer’s material compliance with the terms and conditions of this Agreement, Camunda hereby grants to Customer a limited, non-exclusive, non-transferable (except as otherwise set forth herein), non-sublicensable license, during the Subscription Term and within the scope of the Permitted Usage (but without limiting any licensed rights granted under applicable Public Software) to (i) install, run, and use the Software, (ii) develop Solution Package, (iii) allow a Contractor or an Affiliate to use the Software as outlined in (i) or (ii) of this Section of this Agreement solely in the context of performing services on behalf of Customer and subject to all of the restrictions of this Agreement (including but not limited to the license restrictions found in this Agreement, the confidentiality obligations, and the export regulations), (iv) permit Affiliates to use the Solution Package without passing on the license key, and (v) offer the Solution Package to Affiliates or Third Parties as software-as-a-service or “SaaS” offerings. Within the License Scope, the Customer may use the Software with unlimited Usage Metrics for developing, testing and staging.

2.2 License Restrictions

Except as expressly authorized in this Agreement, Customer will not, and will not permit any Affiliate or Contractor 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 authorised herein; (iv) sell, hire out, lease, distribute or lend the Software as such or as part of an Solution Package to any Third Party; (v) circumvent any restrictions on use of the Software, including those which are imposed or preserved by a license key; (vi) exceed the Permitted Usage; (vii) use the Software other than in accordance with this Agreement or the applicable Order Form 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); (viii) use the Software for a product or service that offers no substantial, additional value-added software application features and functions, in addition to the features and functions of the Software or provide the Software to an Affiliate or a Contractor in order to do so, or (ix) remove or alter copyright notices, serial numbers or other program identification features, patent notices, trademarks, logos, trade secrets and suchlike, unless Camunda has provided prior written consent to any such action or use.

2.3 License Grant to Public Software

The licensed rights in any Public or Third-Party proprietary software included in the software are determined by the applicable Public or Third-Party proprietary software license and not this Agreement. Camunda cannot or does not control, and cannot negotiate or change, the terms of the applicable Public or Third-Party proprietary software licence. Despite the foregoing, no Public or Third-Party proprietary software applicable to software programs included in the software will restrict the licensed rights otherwise granted to the Customer under this Agreement. Any Third-Party Public or proprietary

software is listed in the Documentation together with the respective copyright notices and license texts. The Customer shall be responsible for its compliance with all Public or Third-Party proprietary software licenses included in the software.

3 Reporting

3.1 Reporting

Customer agrees to promptly notify Camunda in writing if it uses more DI, PI or TU than the number of DI, PI or TU for which Customer has purchased such Subscription ("Excess Instances or Users ") and to request an amending or additional Order Form that covers the Excess Instances or Users. At the end of each Subscription year, Customer will count the number of DI, PI or TU (or any other Usage Metric as defined in the applicable Order Form) and report the number within twenty-one (21) days to Camunda via email. In case of a Dual-Use Subscription, Customer will only count the number of PI, DI or TU used as part of Camunda Self-Managed Enterprise, which will be combined with the usage for Camunda SaaS Enterprise.

3.2 Auditing

For the term of this Agreement and for a period of one (1) year after termination or expiration of the Agreement and only if Camunda does not receive the report described in the previous Section or Camunda reasonably believes that the report may be materially inaccurate, Camunda will have the right, once per calendar year and with reasonable notice to Customer, to have Customer's records inspected and audited to verify compliance with the license restrictions and payment terms of this Agreement. Any such audit will take place during normal business hours and will be conducted in accordance with applicable government requirements, if any. Camunda will pay for the audit, unless the audit discovers an underpayment of five percent (5%) or greater, in which case Customer will pay for the audit. Customer agrees to pay any underpayment to Camunda within thirty (30) days of receiving notice of the underpayment.

3.3 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 enabled, 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 SaaS Enterprise or in connection with performance of the Services during the Subscription or to Third Party products.

EXHIBIT E “Order Form”

This Camunda Marketplace Order Form (the “Order Form”) shall apply to any order placed through AWS Marketplace unless Camunda and Customer have mutually agreed upon an alternate Order Form.

Term:	The initial term of this Schedule will be the term selected in AWS Marketplace, beginning on the Effective Date (the “Minimum Term”). The Minimum Term and any Renewal Terms are together referred to as the “Term.”	Start Date	Date when the Minimum Term starts as selected in AWS Marketplace
		Renewal	Auto-Renewal
Subscription Classification:	Camunda Self-Managed Enterprise	Entity:	Camunda Inc
License Scope:	Customer’s employees and agents may use the Software and Services for internal purposes to manage inbound customer service inquiries (questions, disputes) with Customer’s end customers.		
Selected Time Zone:	UTC-05:00 - Eastern Standard Time (New York/Indianapolis/Boston/Toronto/Montreal)		

Pricing

SKU	Item Name	QTY	List Price	Net Price
C1	Process Instances - Tier P-L (Max. 1,700,000 Process Instances / Year)	1	€ 145,900	€ 145,900
C2	Decision Instances - Tier D-L (Max. 17,150,000 Decision Instances / Year)	1	€ 82,900	€ 82,900
C3	Task Users - Tier T-L (Max. 600 Task Users / Year)	1	€ 73,900	€ 73,900
C4.1	SLA Standard (5*8)- including 3 Named Support Contacts + 10 Remote Consulting Hours	1	0	0
Subtotal of List Price				€ 302,700
Grand Total for Specified Year				€ 302,700

Camunda will have the right to invoice the Customer for all additional usage and/or capacity if the Customer exceeds any of its Usage Rights.

Notices: Any notifications from the Customer regarding the Order Form shall be sent to

customer-success@camunda.com

To avoid doubt, Customer hereby expressly acknowledges and agrees that if Customer issues any purchase orders or similar documents in connection with this purchase of a Subscription, Customer shall do so only for its internal, administrative purposes and not with the intent to provide any contractual terms. Any such purchase order is hereby deemed rejected and extraneous to this Subscription.

EXHIBIT F:
“Addition to Data Processing Addendum for the Standard Contract of AWS Marketplace”

This Exhibit serves as an annex to the Data Processing Addendum for the Standard Contract of AWS Marketplace, providing detailed clarification of Camunda's data processing activities as part of its service delivery. It specifies the nature and purpose of processing, the categories of Personal Data and data subjects, technical and organizational measures (TOMs), and a list of Sub-processors to ensure compliance with applicable laws and the AWS Marketplace DPA.

Nature and purpose of processing

The nature and purpose of the data processing under the DPA is the provision of the services and providing the Software to Customer and the performance of Camunda's obligations under the Standard Contract and the DPA (or as otherwise agreed by the Parties).

The categories of personal data and data subjects that may be subject to processing within the scope of the DPA are listed below. The Specifications of the Processing can be amended by written notice to Camunda, provided that Camunda confirms the receipt of such notice in writing.

Specifications of the Processing

1. Types of personal data

Personal Data being processed by Camunda on behalf of the Customer could contain the types of Personal Data that Customers provide in process instances of their automated processes, including but not limited to personal data, that Customers store in order to make decisions in the respective process instances. Examples could include risk classification, references to personal data in third-party systems, identity data, contact details, professional data, metadata (i.e., data containing information on characteristics of other data), and purchase data.

2. Categories of data subjects

Personal Data being processed by Camunda on behalf of the Customer could refer to any category of data subject that the Customer provides in processing instances of their automated processes, including but not limited to the Customer's customers and potential customers, employees, suppliers, and other Customer contacts.

3. Data Exporter

The customer is the Data Exporter.

4. Data Importer

Camunda is the Data Importer, an online service provider that offers process automation services through its SaaS Platform.

Technical and Organizational Measures

1. Pseudonymization (Art.32 para. 1 lit. a) GDPR; Art. 25 para. 1 GDPR) (Measures suited to ensure the Personal Service Data cannot be associated with a specific Data Subject without the assistance of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures):
 - For support tickets no Personal Service Data is required by Camunda; Customer may pseudonymize his Personal Service Data before sending it to the support team.
2. Confidentiality, Integrity, Availability and Resilience (Art. 32 para. 1 lit. a) GDPR; Art. 25 para. 1 GDPR)
 - a. Confidentiality (Art. 32 para. 1 lit. b) GDPR)
 - Physical Access Control (Measures to prevent unauthorised access to data processing equipment with which Personal Service Data may be processed and used):
 - No unauthorized access to Personal Service Data Processing Facilities, e.g.: magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video/CCTV Systems.
 - An effective and documented procedure exists to assign, alter and withdraw access rights, incl. the return of the means of access.
 - Visitors in security zones are accompanied by authorised staff.
 - Data related to support inquiries is currently stored at a data center in Frankfurt, Germany rented by Camunda.
 - Camunda Platform SaaS is hosted at an external cloud service provider (currently Google Cloud Platform), with whom Camunda has a data processing agreement in place.
 - Electronic Access Control (Measures to prevent unauthorized use of data processing systems):
 - Access is secured via a firewall, with strong encryption and by two-factor authentication mechanisms.
 - Secure passwords are used and default passwords of systems and applications are changed as a matter of principle. Their structure and handling is in accordance with a documented password guideline.
 - An effective and documented access control policy exists.
 - The access control policy is assessed at least once per year.
 - All staff are instructed to lock their workplaces when they leave them. Workplaces are configured with an automatic lock as standard.
 - The access control policy defines the issuance and withdrawal of access rights, as well as their approval for internal and external staff.
 - Internal Access Control (Measures ensuring that authorized persons only have access to the Personal Service Data covered by their access authorization, and that prevent unauthorized reading, alteration or erasure during processing, use and storage):
 - Release of Personal Service Data only to authorized persons, including allocation of differentiated access rights and roles.

- Access rights are adjusted if the tasks carried out in the business processes change and/or are withdrawn if they are no longer needed.
- b. Integrity (Art. 32 para. 1 lit. b) GDPR)
 - Data Transfer Control (Measures that prevent unauthorized reading, alteration or erasure during processing, use and storage of Personal Service Data during electronic transfer, storage on data media or during transportation):
 - Use of adequate encryption technologies
 - No physical transport of the Personal Service Data (e.g. via data carriers)
 - Use of adequate firewall, VPN and encryption technologies to protect the gateways and pipelines through which the Personal Service Data travels.
 - Data Entry Control (Measures that are suited to verify whether any by whom Personal Service Data been entered into, altered in or removed from data processing systems):
 - Plausibility is guaranteed via the Login functions of the Camunda Platform SaaS.
 - Log systems and logging information are protected against unauthorised access, alteration and erasure, and are regularly evaluated.
 - The clocks of all critical systems are synchronised using a reliable, agreed time server.
 - Order Control (Measures that are suited for ensuring that the commissioned processing of personal data complies with the guidelines of the contracting Party):
 - Camunda has data processing agreements with the sub-processors who process Personal Service Data on Camunda's behalf in place.
 - External service-providers are evaluated before being contracted.
 - Separation rule (Measures that are suited for ensuring that data that has been collected for different purposes can be kept separate during processing):
 - Access to Personal Service Data is separated through application security for the appropriate Customers.
 - Personal Service Data that have been collected for different purposes are kept apart in such a way (physically or logically) that they are separated, processed, stored and erased in a manner appropriate to the purpose.
 - Development, testing and production environments are separated.
- c. Availability and Resilience (Art. 32 para. 1 lit. b) GDPR) (Measures to prevent accidental or willful destruction or loss):
 - Camunda uses redundant power supplies and independent power generators in data centres and monitors availability
 - All Personal Service Data processed by Camunda Platform SaaS is stored on servers from our Cloud Service Provider (currently Google Cloud Platform)
 - High availability via redundant servers can be determined by Customer.

- d. Incident-response-management (Measures suited to ensure that data breaches are recognised and reported quickly):
- A process has been established which ensures that security incidents are identified, assessed and dealt with appropriately.
 - Escalation procedures and organisational interfaces are defined with all relevant parties, including the data protection officer.
 - Staff who are responsible for the management of IT systems/applications are trained to recognise, classify and report security incidents.
 - A process has been established which ensures information security for all critical business processes, even during a crisis or catastrophe.
 - Processes and responsibilities have been defined in case of an emergency or crisis, and appropriate tests are held.
- e. Regular testing, assessment and evaluation processes (Art. 32 Paragraph 1 Point d) GDPR) (Measures guaranteeing that the data protection requirements are implemented):
- Relevant staff are trained and familiarised with data protection and placed under an appropriate obligation.
 - The IT operation procedures (e.g. user management, backup, network management) are comprehensively documented, regularly checked and altered where necessary.
 - Identification, provision and testing of updates are a part of standard operation.
 - Regulations exist for information security and data protection.
 - The regulations for information security and data protection, as well as the security measures, are tested regularly for compliance and effectiveness.

Camunda Sub-processors

Sub-processors processing Personal Data Personal Service Data uploaded by Customer or its Customers to the Camunda Platform (SaaS) Offerings or Support Tickets:

Sub-processor	Purpose	Processing Location
Camunda, Inc.	Support & maintenance in follow the sun model	USA
Camunda Limited	Support & maintenance in follow the sun model	United Kingdom
Camunda Services GmbH	Support & maintenance in follow the sun model	Germany
Camunda PTE Limited	Support & maintenance in follow the sun model	Singapore
Cloudflare, Inc.	Application Firewall for Camunda Platform SaaS	worldwide (depending on Customer's location)
Google Cloud Platform LLC	Camunda Platform SaaS Infrastructure	Belgium or USA