

BIZAGI CLOUD END USER LICENSE AGREEMENT

Last Updated: August 16, 2024

Introduction:

- This Bizagi Cloud End User License Agreement (“EULA”) governs End User’s access to and use of the Bizagi Cloud Services, as more fully described in Schedule 1, which is offered through a Bizagi Authorized Reseller and accessed by End User via the Internet (the “Services”).
- This EULA is a binding contract between Bizagi Group Corp and its Affiliates (“Bizagi” or “We”) and the company or other legal entity that the individual accepting this EULA represents (“End User”, “you”, or “your”) executed either by signature on this EULA or by signing a separate document that references this EULA via URL.
- Please read this EULA carefully. By accessing or using the Services, End User agrees to all terms of this EULA. If End User does not agree to the terms of this EULA, then End User must cease any access or use of the Services.
- Bizagi and End User are also referred to individually as a “party” and collectively as the “parties”.

Terms & Conditions:

1. License Grant / Excess Use

- a. Subject to End User’s strict compliance with the terms of this EULA, and payment of any applicable Fees, Bizagi hereby grants to End User, during the Subscription Term, a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Services via username and password over the Internet up to (a) the number of BPUs permitted for the Performance Level subscribed to and / or (b) the number of Authorized Users permitted under the subscription, as applicable.
- b. **Scale Up / BPU Packages.** If End User needs to increase its usage of Automation Service during the Subscription Term:
 - i. End User may request to scale up to a higher Performance Level for any of End User’s Environments by creating a Support Ticket in the Bizagi Support Center. If End User selects this option, Bizagi will work with End User to determine the appropriate Performance Level and additional Subscription Fees, and Bizagi will process the scale up as soon as possible, generally within 10 business days. If End User elects to Scale Up under this section, End User’s corresponding ODS environment and Disaster Recovery Service Environments, if any, will also

be Scaled Up to the appropriate level subject to payment of additional Subscription Fees.

- ii. Once the change goes into effect, Bizagi will invoice the Bizagi Authorized Reseller, and End User will be required to pay, the prorated Subscription Fees for the BPU Package or Performance Level, as applicable, meaning Bizagi will only charge the End User through Bizagi Authorized Reseller for the remaining number of days of the current annual period of the Subscription Term.
- c. **Automatic Scale Up.** Bizagi will generate a report each month during the Subscription Term showing End User's BPU consumption during the previous month (a "BPU Report"). If a BPU Report shows that End User has used more BPUs than End User was permitted for two months in a row, and End User does not scale up to a higher Performance Level following the process shown in Section 1(b) above during that 2-month period, Bizagi will notify End User and automatically scale End User up to the appropriate Performance Level. Bizagi will determine the appropriate Performance Level based on End User's average BPU usage during the previous 2-month period. Once the change goes into effect, Bizagi will invoice the Bizagi Authorized Reseller, and End User will be required to pay, the prorated Subscription Fees for the higher Performance Level, meaning Bizagi will only charge End User through the Bizagi Authorized Reseller for the remaining number of days of the current annual period of the Subscription Term. If Bizagi Scales Up the End User's Performance Level under this section, End User's corresponding ODS environment and Disaster Recovery Service Environments, if any, will also be Scaled Up to the appropriate level subject to payment of additional Subscription Fees.
- d. **Scale Down.** If End User determines that it needs less BPUs in a subsequent 12 month term and, as long as there are no technical limitations that would prevent it, End User may request, through the Bizagi Authorized Reseller, to Scale Down to a lower Performance Level. The Scale Down will then go into effect at the beginning of the next 12 month term.

2. Use Restrictions

By continuing to access and use the Services, the End User agrees that End User is prohibited from the following:

- a. Making any Services available to, or use any Services for the benefit of, anyone other than End User or its Authorized Users;
- b. Using the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-Party privacy rights;
- c. Using the Services to store or transmit malicious code;
- d. Interfering with or disrupting the integrity or performance of the Services or third-Party data contained therein;
- e. Copying or modifying the Services, including the software elements of the Services, or any feature, function or user interface thereof;
- f. Performing or disclosing any proprietary or sensitive information, Confidential Information, security testing of the Services or associated infrastructure without Bizagi's prior written consent (including, but not limited to: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing);

- g. Causing or permitting others to perform or disclose any benchmark or performance tests of the Services;
- h. Using the Services for any unlawful purpose;
- i. Attempting or actually conducting any license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services or the Documentation to any third party;
- j. Creating derivative works of the Services or the Documentation or any components thereof;
- k. Translating, reverse engineering, decompiling, disassembling or otherwise attempting to discover for any reason any source code, underlying ideas or algorithms of the Services or Documentation; or
- l. Removing any legends relating to the copyright, trademarks, patents, or confidentiality from any copies of the Documentation or any print of a screen display from the Services.

For avoidance of doubt, we reserve all rights and restrict usage other than what is specifically authorized in writing with End User or the company that End User represents.

3. Ownership

- a. Except as expressly set forth herein, Bizagi retains any and all rights in the Services, including all intellectual property rights therein. The Bizagi name and logo, and any other product names associated with the Services are trademarks of Bizagi or Bizagi's licensors and no right or license is granted to use them, other than as set forth herein.

4. End User Data / Data Protection / Security

- a. Subject to the terms set forth herein, Bizagi does not own any data, information, or material that End User or Authorized Users submit in the course of using the Services or any information or data developed or derived therefrom ("End User Data"). End User has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all End User Data.
- b. End User hereby grants to Bizagi during the Subscription Term a limited, terminable worldwide, royalty-free, fully paid-up, fully sublicensable (through multiple tiers), transferable license to use the End User Data for purposes of providing the Services to End User. End User shall be solely responsible for handling and processing all notices sent to End User (or any Authorized User) by any third party claiming that the End User Data violates such party's rights.
- c. End User shall obtain at its sole expense any rights and consents from third parties necessary for the End User Data, as well as other vendors' products provided by End User that End User uses with the Services, including such rights and consents as necessary for Bizagi to perform the Services under this Agreement.
- d. To the extent Bizagi processes any Personal Data under this EULA, the terms of the Bizagi Data processing Agreement located at the following links __shall apply:
 - i. For End Users in the UK: <https://www.bizagi.com/sa?BLI&CL&DPA>

- ii. For End Users in Germany or any other country in the EU other than Spain:
<https://www.bizagi.com/sa?BD&CL&DPA>
- iii. For End Users in Spain: <https://www.bizagi.com/sa?BI&CL&DPA>
- e. The Bizagi Cloud Technical and Organizational Security Measures that Bizagi has implemented are available at: <https://www.bizagi.com/sa?GL&CL&DS-EN>.

5. Term / Termination

- a. **Term.** This EULA shall apply commencing on the Effective Date and continuing for as long as End User has the contractual right to access the Services (as set forth in the agreement between End User and the Bizagi Authorized Reseller) (the "Subscription Term").
- b. **Termination For Breach.** Either Party may terminate this EULA for cause (a) if the other Party breaches any material term or provision of this EULA and, if capable of cure, such Party fails to cure such breach within thirty (30) days after receipt of notice of such breach; or (b) upon any insolvency of the other Party, any filing of a petition in bankruptcy by or against the other Party, any appointment of a receiver for the other Party, or any assignment for the benefit of the other Party's creditors.
- c. **Suspension:** Bizagi may temporarily suspend End User's password, account, and access to or use of the Services if (a) End User violates any provision of the EULA, (b) in Bizagi's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality (c) the Bizagi Authorized Reseller notifies Bizagi that End User has breached any material term of the agreement between End User and the Bizagi Authorized Reseller, including without limitation any payment obligations therein; or (d) Bizagi has not received payment from the Bizagi Authorized Reseller for fees applicable to End User's use of the Services.
- d. **Termination of Bizagi Authorized Reseller's agreement with Bizagi.** Following any termination or expiration of the Bizagi Authorized Reseller's agreement with Bizagi authorizing Bizagi Authorized Reseller to resell the Services, each End User's subscription to the Services outstanding at the time of such termination or expiration ("Existing Order") shall remain in effect until the end of its subscription term, and shall continue to be governed by this EULA, provided that Customer is not in breach of this EULA and Bizagi has received all payments due in connection with such Existing Orders. Except as provided herein, following a termination or expiration of a Bizagi Authorized Reseller's agreement with Bizagi, Bizagi is under no obligation to provide the Services directly to End User, or to assume a direct contractual relationship with End User.
- e. **Final Access.** Upon expiration of the Subscription Term or termination of this EULA for any reason, End User shall cease all use of and access to the Services; provided however that End User may access the Services for the period of time set forth in Section 7 for the sole purpose of retrieval of End User Data.

6. Maintenance and Support

Unless agreed to otherwise in the agreement between End User and the Bizagi Authorized Reseller, Bizagi will provide End User with Software Maintenance as set forth at the following URL: <https://www.bizagi.com/sa?GL&CL&MPS-EN>. If End User has opted to purchase

Premium Support, the terms set forth at the following link shall apply: <https://www.bizagi.com/sa?GL&CL&MPS-EN>. In each of the foregoing documents, references to Customer shall be deemed to refer to End User.

7. Data Retrieval

Upon the expiry of the subscription, End User shall not access or use the Services, including the Documentation; however, at End User's request, and for a period of up to 60 days for Automation Services and 15 days for Studio Cloud Services and Modeler Services, after the effective date of termination ("Retrieval Period"), Bizagi will make available the End User's data so that it may be retrieved by End User. At the end of the Retrieval Period, Bizagi will have no obligation to maintain or provide any End User's data and will thereafter delete or destroy all copies of the End User Data in the Services or otherwise in Bizagi's possession or control, unless legally prohibited from doing so.

8. Confidentiality

- a. **Definition:** "Confidential Information" means any non-public information or materials belonging to, concerning or in the possession or control of a Party or its affiliates ("Disclosing Party") that is furnished, disclosed, or otherwise made available (directly or indirectly) to the other Party ("Receiving Party"), which is either clearly identified as confidential at the time of disclosure or is of a type that a reasonable person would recognize it to be confidential, including without limitation each Party's respective business and marketing plans, technology and technical information, product designs, business processes, financial information (including costs, profit or margin information), inventions, research and development, employee skills and salaries, and customer information. The Parties agree to disclose only information that is required for the performance of obligations under this EULA.
- b. **Exclusions:** The confidentiality obligations of this EULA do not apply to any information that: a) is or becomes generally known to the public at the time of disclosure without breach of any obligation owed by the Receiving Party to the Disclosing Party; b) was rightfully known to the Receiving Party other than by a breach of an obligation of confidentiality prior to its disclosure by the Disclosing Party under this EULA; c) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party, as substantiated by written evidence; or d) is lawfully received from a third party without an obligation of confidentiality.
- c. **Non-Disclosure:** Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will: a) protect the Disclosing Party's Confidential Information from unauthorized disclosure and use the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no event less than a commercially reasonable degree of care, b) not use the Disclosing Party's Confidential Information for purposes other than those necessary to exercise a right or fulfill an obligation of this EULA, and c) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, attorneys, financial advisors, and agents who need such access for the Receiving Party to exercise a right or fulfill an obligation of this EULA, who have been informed of the confidential nature of such information, and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein.

- d. **Compelled Disclosures:** If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, such Party shall: (a) 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 (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives its rights or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, such Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.
- e. **Survival:** The provisions of this Section shall survive the termination of this EULA for a period of five (5) years from such termination; provided that the confidentiality obligations for Confidential Information that constitutes a trade secret (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret under applicable law.

9. User Accounts

End User shall ensure that only Authorized Users can access the Services. User accounts may not be shared among individuals or used to provide access to the Services to individuals who are not the individual associated with the corresponding user account.

10. End User Responsibilities

Throughout your term of use, End User will:

- (a) be responsible for Authorized Users' compliance with this EULA,
- (b) be responsible for the accuracy, quality and legality of the End User Data and the means by which it was acquired,
- (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Bizagi promptly of any such unauthorized access or use,
- (d) use the Services only in accordance with the Documentation and all applicable local, state, national, and foreign laws, treaties and government regulations, including those related to data privacy, international communication, and the transmission of technical or personal data in connection with End User's use of the Services, and
- (e) cooperate with Bizagi's investigation of any Cloud Services outages and any related security issues.

11. Equipment and Software

End User must provide at its own expense Internet access, compatible software and compatible equipment to access and use the Services. End User must meet the system requirements that Bizagi specifies.

12. Notice of unauthorized use

End User must report to Bizagi immediately, and use reasonable efforts to stop immediately, any actual or suspected copying or distribution of the Services in violation of this EULA.

13. Availability

Bizagi will endeavor to make the Services available 99.95% of the time for Automation Services and 99.9% of the time for Modeler Services and Studio Cloud Services, as further described in the Bizagi Cloud Service Level Agreement available at: <https://www.bizagi.com/sa?GL&CL&SLA-EN> (the "SLA"). End User must submit any requests for Service Credits that it is owed in accordance with the SLA to the Bizagi Authorized Reseller.

14. Warranty

- a. Bizagi warrants that during the Subscription Term the Services will perform in all material respects as described in the Documentation.
- b. DISCLAIMER:
 - i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE. END USER FURTHER ACKNOWLEDGES THAT IN ENTERING THIS EULA IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.
 - ii. FURTHER, BIZAGI DOES NOT GUARANTEE THAT (A) THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTEDLY, OR THAT BIZAGI WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH END USER DATA OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY BIZAGI, AND (C) THE SERVICES WILL MEET END USER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. END USER ACKNOWLEDGES THAT BIZAGI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. BIZAGI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. BIZAGI IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM END USER'S CONTENT THIRD-PARTY CONTENT. BIZAGI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.
- c. EXCLUSIVE REMEDY: FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 14(a), END USER'S EXCLUSIVE REMEDY AND BIZAGI'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF BIZAGI CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, END USER MAY TERMINATE THE AFFECTED SERVICES AND SUBMIT TO THE BIZAGI AUTHORIZED RESELLER A CLAIM FOR REFUND

OF ANY PREPAID FEES COVERING THE REMAINDER OF THE SUBSCRIPTION TERM. IN ANY CASE, IN ORDER FOR END USER TO SUBMIT A WARRANTY CLAIM UNDER THIS EULA, END USER MUST SUBMIT A SUPPORT TICKET IN ORDER TO RESOLVE THE NON-CONFORMITY AS SET FORTH IN SECTION 6.

15. Limitation of liability / exclusion of consequential and related damages

- a. IN NO EVENT SHALL BIZAGI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY END USER TO THE BIZAGI AUTHORIZED RESELLER FOR THE SERVICES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- b. EXCEPT FOR ANY LIABILITY THAT CANNOT BE LIMITED BY LAW, IN NO EVENT WILL BIZAGI HAVE ANY LIABILITY TO END USER FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF BIZAGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

16. Indemnification

- a. **Indemnification by Bizagi:** Bizagi will indemnify and hold End User harmless, from and against any claim against End User brought by a third party alleging that the Services infringes or misappropriates such third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Bizagi shall, at its expense, defend such IP Claim and pay damages finally awarded against End User in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Bizagi for such defense, provided that (a) End User promptly notify Bizagi of the threat or notice of such IP Claim; (b) Bizagi has sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) End User fully cooperates with Bizagi in connection therewith. The provisions of this Section state the sole, exclusive and entire liability of Bizagi to End User and constitutes End User's sole remedy with respect to an IP Claim brought by reason of access to or use of the Services by End User.
- b. **Indemnification Exclusions.** Bizagi shall have no obligations under this section or any other liability for any claim of infringement or misappropriation resulting or alleged to result from: (a) any modification, alteration or enhancement to the applicable Services by any person or entity other than Bizagi; (b) any use of the applicable Services by End User in any manner for which such Services were not designed or otherwise in a manner inconsistent with the Documentation; (c) the combination, operation or use of the applicable Services or any part thereof in combination with any equipment, software, data or documentation not approved by Bizagi; (d) materials, items, resources, or services provided or performed by End User (whether or not used in connection with or incorporated into the Services); and (e) End User's continued use of the allegedly infringing Services after being notified thereof or after being informed of and provided with modifications that would have avoided the alleged infringement.
- c. **Indemnification Remedy:** In the event an infringement or misappropriation claim as described in Section 16(a) arises, or if Bizagi reasonably believes that a claim is likely

to be made, Bizagi shall have the right, at its sole option and in lieu of indemnification, to: (a) modify the applicable portion of the Services to become non-infringing but functionally equivalent; (b) replace the applicable portion of the Services with material that is non-infringing but functionally equivalent; (c) obtain for End User the right to use the applicable portion of the Services upon commercially reasonable terms; or (d) remove the infringing or violative aspect of the Services if it can be removed without material degradation of the applicable Services.

- d. **Indemnification by End User:** End User will defend Bizagi against any claim, demand, suit or proceeding made or brought against Bizagi by a third party alleging that End User Data, or End User’s use of the Services in breach of this EULA, infringes or misappropriates such third party’s intellectual property rights or violates applicable law; (a “Claim Against Bizagi”), and will indemnify Bizagi from any damages, attorney fees and costs finally awarded against Bizagi as a result of, or for any amounts paid by Bizagi under a court-approved settlement of, a Claim Against Bizagi, provided Bizagi (a) promptly give End User written notice of the Claim Against Bizagi, (b) give End User sole control of the defense and settlement of the Claim Against Bizagi (except that you may not settle any Claim Against Bizagi unless it unconditionally releases Bizagi of all liability), and (c) give End User all reasonable assistance, at End User’s expense.

17. General provisions

- a. Contracting Legal Entity, Governing Law and Jurisdiction: The Bizagi contracting legal entity under this EULA, the address to which direct notices under this EULA should be sent, what law will apply in any dispute or lawsuit arising out of or in connection with this EULA, and which courts have jurisdiction over any such dispute or lawsuit, depend on where End User is domiciled, as follows:

If End User is domiciled in:	The Bizagi Contracting Entity is:	Notices should be addressed to:	The Governing Law is:	The Courts having exclusive jurisdiction are:
The United States of America, Canada, or a Country in the Caribbean.	Bizagi Corp	1775 Tysons Blvd, 5th Floor, Tysons, VA 22102, United States	The Laws of the State of Delaware	The Courts of the State of Delaware
The UK; the Middle East; Africa; or in Asia or the Pacific region	Bizagi Limited	Mill House, 1 Soho Mills, Town Lane, Wooburn Green, Buckinghamshire, HP10 0PF	The Laws of England and Wales	The Courts of England and Wales
Spain	Bizagi Iberica S.L.U.	Calle Serrano, 25 planta 4º Drch 28001-Madrid, España or	The Laws of Spain	The Courts of Spain
A Country in Europe other than Spain.	Bizagi Deutschland GmbH	Nymphenburgerstraße 4, 80335 München	The Laws of Germany	The Courts of Munich, Germany

If End User is domiciled in:	The Bizagi Contracting Entity is:	Notices should be addressed to:	The Governing Law is:	The Courts having exclusive jurisdiction are:
A Country in South or Central America or Mexico	Bizagi Latam S.A.S.	Carrera 7 No 71 – 52, Torre B, Oficina 401, Bogotá, Colombia	the Laws of Colombia	The Courts of the State of Colombia

- b. **Audit:** Bizagi may audit End User’s use of the Services to assess whether such use is in accordance with this EULA and to ensure End User’s compliance with the terms of this EULA or the terms of the agreement between End User and the Bizagi Authorized Reseller. The End User agrees to cooperate with Bizagi’s audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the End User’s normal business operations.
- c. **Service Analyses:** Bizagi may (i) compile anonymous statistical and other information related to the performance, operation and use of the Services, and (ii) use non-identifying data from the Services, to create statistical analyses, and for research and development purposes (“Service Analyses”) which may be made publicly available.
- d. **Marketing:** Bizagi may: (i) include End User’s name and logo in a list of Bizagi’s customer to publicize the execution of this EULA, (ii) refer to End User’s name and logo on Bizagi’s website; and (iii) refer to End User’s name and logo in marketing materials. Further, End User agrees to serve as a reference for Bizagi following the go-live date of End User’s solution, upon written agreement between the Parties at that time.
- e. **Export Restrictions:** Export laws and regulations of the United States of America and any other relevant local export laws and regulations apply to the Services. End User agrees that such export laws govern its use of the Cloud Services (including technical data) provided under this Agreement, and the End User agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). End User agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
- f. **Survival:** Notwithstanding anything to the contrary contained herein, all terms of this EULA relating to confidentiality, proprietary rights, indemnification, disclaimers of warranty and limitations of liability, as well as those terms that by their nature survive any expiration or termination of this EULA shall survive any termination or expiration of this EULA.
- g. **Relationship:** No joint venture, partnership, employment, or agency relationship exists between End User and Bizagi as a result of this EULA or End User’s use of the Services.
- h. **Entire Agreement:** This EULA, together with all referenced Schedules, constitutes the full and complete understanding and agreement between the Parties with respect to the subject matter of this EULA and constitutes a full statement of the terms of their agreement. This EULA supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof. End User has not relied

upon any representation or promise made or given by or on behalf of Bizagi that is not set forth herein as an inducement to enter into this Agreement. End User has not relied on the delivery of any future functionality regardless of any verbal or written communication about Bizagi's future plans.

- i. **Amendment:** This EULA may only be modified by a written agreement signed by duly authorized representatives of End User and Bizagi.
- j. **Severability:** If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- k. **Waiver:** Bizagi's failure to enforce any right or provision in this EULA shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bizagi in writing.
- l. **Assignment:** This EULA may not be assigned by End User without Bizagi's prior written approval but may be assigned by Bizagi to (i) any Affiliate, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- m. **Force Majeure:** Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party; provided that such Party gives as reasonable as practicable written notice thereof to the other Party and uses diligent efforts to mitigate the effect of a force majeure event and resume performance. If such event continues for more than 30 days, either Party may cancel unperformed Services and affected orders upon written notice.

Glossary

- a. **Additional Project:** Consists of a Production Environment, Testing Environment, and Development Environment that may be purchased, in addition to the initial process automation bundle, for the Subscription Fees indicated in the applicable Order Form. An Additional Project also includes one instance of ODS for each Environment included in the Additional Project.
- b. **Affiliate:** is any entity that, with respect to a Party to this Agreement, controls, is controlled by, or is under common control with such Party, either directly or indirectly, by share ownership, contract or otherwise. For purposes of this definition, the term “control” and correlative terms mean ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a Party controls or the power to direct or cause the direction of the management and policies of an entity.
- c. **Applications:** means applications to automate Processes that are developed by Authorized Users using Studio Cloud Services.
- d. **Automation Service:** means a subscription-based service consisting of products and services ordered by Customer under an Order Form and made available online by Bizagi, as further described in Schedule 1.
- e. **Authorized Users:** means those employees, consultants, agents, contractors, and third parties, who are authorized by the End User to use the Services in accordance with this EULA. Authorized User access control shall be integrated with End User’s own user authentication system or can be managed by End User using Bizagi’s own authentication system. Only Authorized Users can access the Services.
- f. **Bizagi Authorized Reseller:** means the entity that has been authorized and certified as a reseller of the Services and that resells the Services to the End User pursuant to a separate contract between such entity and the End User.
- g. **Bizagi Development:** Which is commonly referred to as a ‘project’ in Studio Cloud Services, is a collection of Applications that are contained in a Development Environment and is created in Studio Cloud Services. A Bizagi Development consists of the following elements: Applications, Processes, data models, business rules, and users (Personas, Case Workers, Knowledge Workers, and Managers), that interact with modern business applications.
- h. **Bizagi Performance Unit (BPU):** A BPU is a unit that measures the performance (processing capacity) of an Automation Service environment. One BPU may be consumed with any combination of the following metrics:
 - 10,000 Steps per month.
 - 2,500 Prompts used per month.

Example: 1,250 Prompts is the equivalent of 0.5 BPUs based on Prompts, and 5,000 Steps is the equivalent of 0.5 BPUs based on Steps. Therefore, if you use 1,250 Prompts and 5,000 Steps in one month, you will have consumed 1 BPU total.

Depending on the Customer's specific configuration and / or elective use of Applications and Processes, one additional BPU may be consumed with additional conversion metrics other than those set forth above.

- i. **BPU Package:** means an individual package of BPUs that may be purchased by End User during the Term in addition to those included in the purchased Performance Level.
- j. **Cloud Model:** means online processes that are created by End User using Modeler Services.
- k. **Documentation** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the Services, which are available at <http://help.bizagi.com> or any other URL as may be provided to End User from time to time.
- l. **Environment:** means a set of resources provisioned to support a given stage of End User's Applications' life cycle in Automation Service, which may consist of a Production Environment, Testing Environment, and / or other Non-Production Environments.
- m. **Non-Production Environment:** means an Environment that is used for non-production purposes, including for example for simulating the most up-to-date Production Environment Conditions, for testing and user acceptance test purposes, and / or performing integral regression tests.
- n. **Performance Levels:** means the performance levels available to customers which are measured in Bizagi Performance Units (BPUs).
- o. **Process:** means a diagram that provides a visual overview of a workflow, depicting all the tasks, routes and relationships that are involved.
- p. **Production Environment:** means the Environment that is used to run Applications for Authorized Users for production usage.
- q. **Project Owner:** means the Authorized User who creates a new Bizagi Development. Project Owners can also "invite" users to collaborate and create new projects or remove Cloud Projects.
- r. **Prompts:** Refers to instructions made within the Cloud Services, expressed through language, images or code, that direct the Artificial Intelligence (AI) on what task to perform. These inputs encompass a wide range of stimuli or cues, including queries, requests for information, analysis, or insights based on Customer Data. A Prompt is counted immediately upon submission to calculate a BPU.
- s. **Step:** A step is any shape in a Process, except for the start and the end shapes.
- t. **Testing Environment:** means a Non-Production Environment that is used to conduct user-acceptance tests of the Applications for non-production usage.
- u. **Third Party Content:** means information obtained by the End User from publicly available sources or made available directly to the End User by other companies or individuals under separate terms and conditions, that the End User decides to use and or store in the Services.
- v. **Version Release:** means a new subsequent release of the Cloud Services which significantly enhances the Cloud Services with qualitative changes in functionality and usability, and major changes in features, functions or performance, and which are generally released two times per year.

Schedule 1 – Bizagi Cloud Services Platform Overview

Our Cloud Services Platform:

- 1.** Offers a low-code automation solution for our customers. Using the Cloud Services our End Users may easily design and deploy solutions to enhance their processes and modernize their operations because of its low-code methodology. This means that our End Users can rapidly and effectively design and deploy process automation solutions using the Cloud Services, even without in-depth coding knowledge.
- 2.** Has a service-oriented architecture, which has been designed and built for the cloud. By implementing a highly modular structure, based on a service-oriented architecture, the Cloud Services are supported and independently implemented and are easy to upgrade, while taking advantage of modern services that enrich security, reliability, and scalability.
- 3.** Has been designed with security as its top priority using technologies, which allow an isolated environment for each End User, delivering a virtual private cloud where customer data is not commingled with that of other customers. The Bizagi Cloud Services platform has security controls and characteristics that guarantee the integrity, confidentiality, and availability of the data.

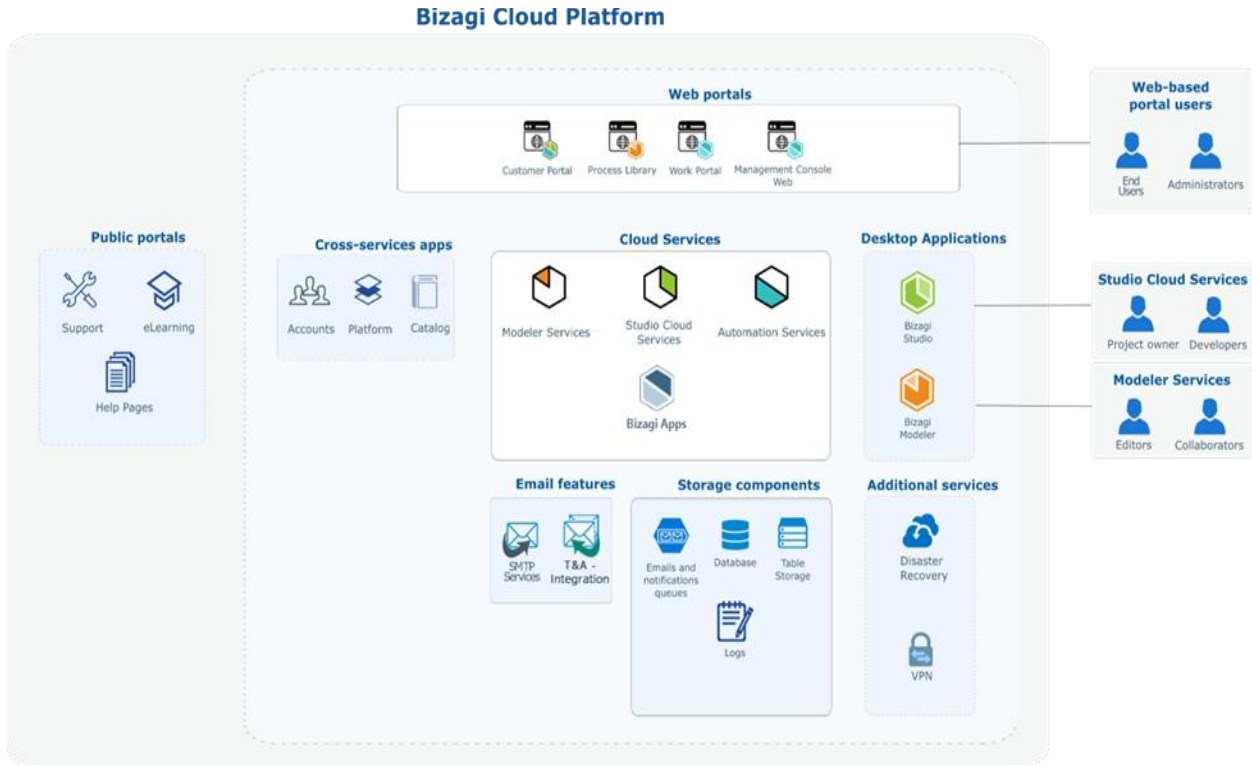





Figure 1 Services included in the platform.

Product Name	 Modeler Services	 Studio Cloud Services	 Automation Service
General Description	<p>With Bizagi Modeler Services, you and your team collaborate by modeling, documenting, simulating, publishing and sharing Processes in industry standard BPMN (Business Process Model Notation).</p>	<p>After modeling the Process, the next step is to build, or automate, the Process. Automating involves converting Process activities into Applications. Studio Cloud Services allows you and your team to collaborate and create Applications in the cloud, from anywhere in the world.</p>	<p>Once your Applications are built, they can be deployed to Automation Service in a Testing, Production, or other Non-Production Environment. Bizagi presents deployed Applications in a web-based Work Portal that you access through a browser. The Application runs in the cloud.</p>
License Model	User-Based	User-Based	Usage (BPU) Based, there is no limit on the number of Authorized Users.
What is included in the Process Automation Bundle?	<p>You will receive a fixed package of Authorized Users for Modeler Services which will be specified on the Order Form depending on the Bundle purchased.</p>	<p>You will receive a fixed package of Authorized Users which will be specified on the Order Form, and 1 Development Environment with your initial subscription.</p>	<p>You will receive access to:</p> <ul style="list-style-type: none"> • 1 Testing Environment • 1 Production Environment • 1 VPN (Virtual Private Network) connection. • 1 ODS instance (Operational Data Store) Instance is included for each of the first Production, Test, and Development Environments included in the bundle. Customer is required to purchase additional ODS instances for each additional Environment purchased. <p>For each Environment, you will be entitled to use up to the number of BPUs identified in the Order Form.</p>

	<p>The Automation Package is designed to provide a comprehensive suite of tools and services, ensuring optimal integration and functionality between all included components. The components included in this package are offered exclusively as a software package and are not sold separately. Accordingly, non-use of any component within the package does not constitute a breach of contract and may not be grounds for requesting partial refunds.</p>		
<p>Types of Environments¹</p>	<p>N/A</p>	<p>Development Environment</p>	<p>Production, Testing, and other Non-Production Environments.</p>
<p>Additional Services (additional Subscription Fees apply). Subject to availability at time of contracting.</p>	<ol style="list-style-type: none"> 1. Additional packages of Authorized Users. For Studio Cloud Services, you may purchase additional packages of Authorized Users if needed. 2. Disaster Recovery. <ol style="list-style-type: none"> a. Automation Service is provisioned at an isolated primary site whose geographic location is chosen according to your requirements and will be listed in the applicable Order Form. b. When you purchase the Disaster Recovery service, Bizagi will provide a secondary site (called a recovery site) to be used if the primary site becomes inoperative due to a disaster. c. Bizagi uses a paired region to provision the secondary site. The paired region is at least 300 miles from the primary site. d. There are two options for Disaster Recovery: Database Only and Full Replica. <ol style="list-style-type: none"> i. For the <u>Database Only</u> option and <u>Full Replica</u> option, the Database Recovery Point Objective (RPO) is 5 minutes and the File Storage RPO is 15 minutes. ii. For the <u>Database Only</u> option, complete Environment Recovery Time Objective (RTO) is 18 hours. iii. For the Full Replica option, complete environment Recovery Time Objective (RTO) is 6 hours. 3. Additional Environments / Additional Projects. You may purchase additional Testing Environments, Production Environments, other Non-Production Environments, and Development Environments. If you have created multiple Bizagi Developments (projects), you must purchase a unique Additional Project for each Bizagi Development (project). 		

1 The specific URLs to access each environment will be determined during the onboarding process and will follow our standard URL structure.

Description of Additional Services

Additional subscription fees apply for additional services, subject to availability at the time of contracting.

Service	Description
Additional packages of Authorized Users	For Studio Cloud Services, you may purchase additional packages of Authorized Users if needed.
Additional Environments / Additional Projects	You may purchase additional Testing Environments, Production Environments, other Non-Production Environments, and Development Environments. If you have created multiple Bizagi Developments (projects), you must purchase a unique Additional Project for each Bizagi Development (project).
Disaster Recovery for Automation Service	<p>When you purchase the Disaster Recovery service, Bizagi will provide a secondary site (called a recovery site) to be used if the primary site becomes inoperative due to a disaster.</p> <p>Bizagi uses a paired region to provision the secondary site. The paired region is at least 300 miles from the primary site.</p> <p>There are two options for Disaster Recovery:</p> <ol style="list-style-type: none">1) Database Only<ul style="list-style-type: none">• The Database Recovery Point Objective (RPO) is 5 minutes and the File Storage RPO is 15 minutes.• Complete Environment Recovery Time Objective (RTO) is 18 hours.2) Full Replica<ul style="list-style-type: none">• The Database Recovery Point Objective (RPO) is 5 minutes and the File Storage RPO is 15 minutes.• Complete environment Recovery Time Objective (RTO) is 3 hours.

You can find out more technical details about each of the Cloud Services and Optional Services in the [Documentation](#).