BIZAGI CLOUD END USER LICENSE AGREEMENT

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"). PLEASE READ THIS EULA CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO ACCESS OR USE 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"). BIZAGI AND END USER ARE ALSO REFERRED TO INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

Last Updated: April 1, 2023

1. **License Grant**

   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.

2. **Use Restrictions**
   a. make any Services available to, or use any Services for the benefit of, anyone other than End User or its Authorized Users;
   b. use 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. use the Services to store or transmit malicious code;
   d. interfere with or disrupt the integrity or performance of the Services or third-Party data contained therein;
   e. copy or modify the Services, including the software elements of the Services, or any feature, function or user interface thereof;
   f. perform or disclose any of the following security testing of the Services or associated infrastructure without Bizagi's prior written consent: network discovery, port and service identification, vulnerability

scanning, password cracking, remote access testing, or penetration testing;

g. cause or permit others to perform or disclose any benchmark or performance tests of the Services;

h. use the Services for any unlawful purpose;

i. 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. create derivative works of the Services or the Documentation or any components thereof;

k. translate, reverse engineer, decompile, disassemble or otherwise attempt to discover for any reason any source code, underlying ideas or algorithms of the Services or Documentation; or

l. remove 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.

3. **Ownership**

The Services are licensed, not sold. 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: https://www.bizagi.com/sa?BLI&CL&DPAshall apply.

e. The Bizagi Cloud Technical and Organizational Security Measures that Bizagi has implemented are available at: https://www.bizagi.com/sa?BC&CL&DS.

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. 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?BC&CL&BCM. If End User has opted to purchase Premium Support, the terms set forth at the following link shall apply: https://www.bizagi.com/sa?BC&CL&PS. 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**

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 (d) 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?BC&CL&SLA (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 COMMERCIALLY 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, Mexico 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

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 Europe other than Switzerland, Germany, or Spain; 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	Calle Serrano, 25 planta 4º Drch 28001-Madrid, España or	The Laws of Spain	The Courts of Spain
Germany or Switzerland	Bizagi Deutschland GmbH	Nymphenburgerstraße 4, 80335 München	The Laws of Germany	The Courts of Munich, Germany
Colombia	Bizagi Latam S.A.S.	Carrera 7 No 71 – 52, Torre B, Oficina 401, Bogotá, Colombia	The Laws of Colombia	The Courts of Colombia
A Country in South or Central America other than Colombia	Bizagi Latam S.A.S.	Carrera 7 No 71 – 52, Torre B, Oficina 401, Bogotá, Colombia	The Laws of the State of Delaware in the United States of America	The Courts of the State of Delaware in the United States of America

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. 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

b. 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.

c. 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.

d. 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.

e. Bizagi Performance Units (BPUs): A BPU is a unit of measurement for the performance (processing capacity) of an Automation Service environment. One BPU encompasses the different resources needed for an environment to execute 10,000 steps per month.

f. 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.

g. Cloud Model: means online processes that are created by End User using Modeler Services.

h. Cloud Projects: means independent online projects that are created by End User using Studio Cloud Services. A Cloud Project can contain unlimited End User's Applications,

i. 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.

j. End User's Applications: means applications to automate Processes that are developed by Authorized Users using the tools that are available to End User in End User's Development Environment.

k. Model Owner: means the Authorized User who creates and stores a new process. Owner can also "invite" Editors to view, modify and collaborate.

l. Performance Levels: means the performance levels available to customers which are measured in Bizagi Performance Units (BPUs).

m. **Process**: means a diagram that provides a visual overview of a workflow, depicting all the tasks, routes and relationships that are involved.

n. **Project Owner**: means the Authorized User who creates a new Cloud Project. Project Owners can also "invite" users to collaborate and create new projects or remove Cloud Projects.

o. **Step**: A step is any shape in a Process, except for the start and the end shapes.}

p. **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.

q. **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 – Product Specific Terms

1. **AUTOMATION SERVICES.**
   a. Automation Service is a subscription-based service that provides all the power of Bizagi Digital Business Platform in the cloud. Use of Automation Service is measured on a per-usage basis and has no limit on the number of Authorized Users that can access and use the platform. The Performance Level included in End User's subscription is as set forth in the agreement between End User and the Bizagi Authorized Reseller.
   b. Automation Service provides a private cloud for each end user. Each private cloud is isolated so that the cloud is not shared with other end users, and access is only granted to Authorized Users. End User is assigned a unique URL to access its subscription.
   c. **Service Description**. Automation Service offers different environments for production, testing, and other non-production (e.g. staging) (referred to collectively as "Environments") which are set up in accordance with End User's needs and are specified in End User's agreement with the Bizagi Authorized Reseller.
   d. **Process Application Development**. End User must develop End User's Applications in the cloud using Studio Cloud Services (a paid subscription to Studio Cloud Services is required). Each Cloud Project created using Studio Cloud Services can contain unlimited End User's Applications, however, if End User has created multiple Cloud Projects, End User must purchase a unique Testing Environment, Production Environment, Studio Cloud Services Development Environment (as described in Schedule 1(3)), and if needed other Non-Production Environments for each Cloud Project. The specific fees applicable to each purchased Environment will be stated in the End User's agreement with the Bizagi Authorized Reseller.
   e. **PRODUCTION ENVIRONMENT**. The subscription includes one or more Production Environments, as set forth in End User's agreement with the

Bizagi Authorized Reseller, that are used to run the End User's Applications and make them available for Authorized Users for production usage (the "Production Environment"). The End User is responsible for developing the End User's Applications in Studio Cloud Services and deploying them in the Production Environment(s). This is performed using an upload function available in the Management Console.

f. **TESTING ENVIRONMENT**. The subscription includes one or more testing environments, as set forth in the End User's agreement with the Bizagi Authorized Reseller, that are used to conduct user-acceptance tests of the End User's Applications (the "Testing Environment"). The End User is responsible for developing the End User's Applications in Studio Cloud Services and deploying them in the Testing Environment(s). This is performed using an upload function available in the Management Console.

g. **ADDITIONAL NON-PRODUCTION ENVIRONMENT(S).** If included in the agreement between End User and the Bizagi Authorized Reseller, the subscription includes one or more other Environments that are not for production use ("Non-Production Environments"). Non-Production Environments may include, as an example, a Staging Environment that is used to simulate the most up-to-date Production Environment conditions using the most recent data (i.e. homogeneous environment) and which is used for integral regression tests, based on the closest computing capacity conditions to those in the Production Environment ("Staging Environment"). The End User is responsible for developing the End User's Applications in Studio Cloud Services and deploying them in Non-Production Environments. This is performed using an upload function available in the Management Console.

h. **Scale Up / Purchase of BPU Packages**

    i. End User may request to scale up the Performance Level for any of its Environments during the Subscription Term by contacting the Bizagi Authorized Reseller. Such Bizagi Authorized Reseller will coordinate with Bizagi to comply with such request. End User will be required to pay any fees to the Bizagi Authorized Reseller resulting from such scale up in Performance Level in accordance with the payment terms of its agreement with the Bizagi Authorized Reseller.

    ii. Automatic Scale Up / BPU Report. Bizagi will generate a BPU usage report on a monthly basis which shows End User's BPU

consumption during the previous month ("BPU Report"). If the BPU Report shows that End User has exceeded the maximum number of BPU's included in the contracted Performance Level as permitted in its subscription for two consecutive months and End User fails to upgrade to the appropriate Performance Level during such two (2) month period, then Bizagi will notify the Bizagi Authorized Reseller and automatically scale up End User to the appropriate Performance Level. The appropriate Performance Level will be determined based on the average BPU usage during the previous two (2) month period. End User will be required to pay any fees to the Bizagi Authorized Reseller resulting from such scale up.

iii. BPU Packages. In lieu of Scaling Up as described in Section h(i) , End User may elect to purchase BPU Packages during the Term as long as the increased number of BPUs is less than the number of BPUs permitted under the next higher Performance Level. End User may do so by executing an additional order with the Bizagi Authorized End User that will include the number of BPUs included in the BPU Package purchased and the Subscription Fees applicable to such BPU Package. The Subscription Fees will be pro-rated for the then-current annual period and the Term will be the same as the Term set forth in the original order.

i. SCALE DOWN. Upon End User's request to the Bizagi Authorized Reseller, and provided there are no technical limitations that would prevent it, Bizagi will permit End User to Scale Down to a lower Performance Level, with such Scale Down going into effect at the time of the next renewal.

j. MANAGEMENT CONSOLE. The End User's subscription includes access to the Management Console for each Environment which is used to manage such Environments and which provides the following capabilities:

i. Managing live settings for an Environment.

ii. Deploying End User's Applications to an Environment.

iii. Starting (or restarting) and stopping the End User's Applications.

iv. Monitoring the solution's resources utilization.

k. SYSTEM RELIABILITY (HIGH AVAILABILITY). Bizagi automatically maintains three replicas of database to protect against hardware failure and increase system reliability.

l. **UPGRADING SERVICE**. Whenever Version Releases are available, Bizagi will inform its end users and provide documentation and release notes. All upgrades are performed exclusively by Bizagi and coordinated with the End User when possible. In order to minimize any disruption of End User's use of the Cloud Services, any upgrades should be scheduled during non-working hours.

m. **VIRTUAL PRIVATE NETWORK (VPN SERVICE).** End User must purchase the VPN Service to extend the End User's private network and provide a tunnel over the communication channel between Bizagi Cloud – Automation Service and the End User's corporate premises. The VPN Service includes initial setup, connectivity tests, and technical support. To use the VPN service the Customer needs a supported VPN device located on-premises, with a Public IP address (Ipv4) assigned, with capabilities to be configured using the Ipsec protocol. If, in addition to the VPN Service, the End User purchases Bizagi Cloud – Disaster Recovery Service, a second VPN Service must be acquired to access the Bizagi Cloud – Disaster Recovery Service. The VPN Service setup and monitoring is a shared responsibility which requires active participation and cooperation from End User's IT team.

n. **DISASTER RECOVERY.** End User may choose to purchase Disaster Recovery Service, which ensures the continuity of Automation Service in the event of an unexpected disruption, allowing Automation Service to remain resilient to catastrophic failures such as natural disasters, fire, power and IT outage, or acts of malice. The Disaster Recovery Service is offered as an add-on for customers includes different service level options (Database-Only or Full Replica). In order for End User to obtain the Disaster Recovery Service, it must be specified in End User's agreement with the Bizagi Authorized Reseller. Bizagi Cloud – Disaster Recovery Services must be purchased by Customer for each Production Environment purchased under the applicable Order Form.

o. **BUSINESS INSIGHTS FOR THIRD PARTY TOOLS.**

   i. End user may choose to purchase Business Insights for third party tools. In order for End User to obtain Business Insights, it must be specified in End User's agreement with the Bizagi Authorized Reseller.

   ii. Datasets Service: a cloud-based application that allows End User to save business data generated through execution of Bizagi processes, in a de-normalized manner. If purchased, End User can use the data stored in the Datasets Service to generate

reports with third-party reporting tools, or to expose data in tools such as Excel to create csv files. With the Dataset Service, End Uer can push the desired information from its automated projects to the Datasets Service at the time of its choosing.

p. ARTIFICIAL INTELLIGENCE

    i. End User may choose to purchase Artificial Intelligence ("AI"). AI is a cloud-based application that enables machine learning capabilities. With the AI service the End User can access a predictive analysis service, based upon the data stored in the Datasets Service. Through predictive analysis, End User can train models to determine a given outcome.

    ii. AI relies on the Datasets Service as the data repository to enable Bizagi' s machine learning capabilities. Therefore, End User must also purchase the Datasets Service if it elects to purchase AI. In order to obtain the Artificial Intelligence service, it must be specified in End User's agreement with the Bizagi Authorized Reseller

q. ODS (Operational Data Store).

    i. End User may choose to purchase ODS service. In order to purchase ODS it must be specified on the applicable Order Form. For this service Bizagi creates a replica of the End User's Production and / or Test database with read only capabilities for custom reporting purposes. End User can execute queries directly to the ODS, without affecting their processes in the main transactional database.

2. **MODELER SERVICES**

    a. Editors of a Model uploaded to Modeler Services can design, review and change the process flow from anywhere, using the Modeler desktop, and provide real-time feedback via online discussions with other team members. Changes to the process are visible in real time by all Editors or Contributors. Modeler Services provides an isolated private cloud where the definition of all End User's Processes is securely stored in an environment that can only be accessed by Authorized Users.

    b. A subscription to Bizagi Cloud Modeler Services is required to be able to use the collaboration features, to save in the cloud process repository, to have a process portal and enjoy all other features included in the Service. An "Enterprise" subscription plan allows End User to invite Editors or Contributors.

c. End User must have a current subscription for the Authorized Users of its Enterprise subscription plan. Each invitation (i.e., email address) may be used only by a single individual. All Authorized Users must be part of the Enterprise subscription plan.

d. In the subscription, all processes are uploaded to the process repository and become part of Modeler Services. If End User adds more Authorized Users during the term of the Order Form, End User will be responsible for paying the yearly prorated fee. That is, End User will only be charged for the remaining number of days until the end of the Term.

e. All Authorized Users are created as "Editors", who have the ability to (1) upload their models, which will be part of the subscription, (2) open a shared Model with Modeler desktop to change process flow; (3) open a shared Model with Modeler desktop to include or change its documentation; and (4) include comments on any Model, diagram or shape via Modeler desktop or a browser. "Editors" can invite other users of the subscriptions as "Contributors" to (1) view the process flow and its documentations, and (2) include comments on any Model, diagram or shape using a browser. Contributors have no access to edit process flows or Documentation in Modeler. Customer Data Representations

f. Authorized Users acknowledge that any data submitted by them to Cloud Models may be retained indefinitely, distributed, displayed, published, modified, and used for any purpose by that Cloud Model's Owner, notwithstanding any other provision of this Agreement. Bizagi has no responsibility to enforce any confidentiality obligation the Model's Owner may have to End User. If an Authorized User submits content to a process, the Owner of that process may publish or distribute End User Data to a third party, revoke the Authorized User's permission to access a Process and End User's Data within it, or transfer all rights in the process to a third party.

g. The Bizagi Cloud Modeler Services include features that permit Owners to invite Editors to view, modify and collaborate. Bizagi has no liability for any distribution, publication, display, use or disclosure of Customers Data by other users of the Bizagi Cloud Modeler Services to whom Customer provides or submit its data.

3. **STUDIO CLOUD SERVICES**

   a. Studio Cloud Services offers Authorized Users the ability to work from anywhere on the automation of the Processes that are shared with them. Changes are visible in real time, allowing users to co-develop and

accelerating the Cloud Project's time to market. Studio Cloud Services provides an isolated private cloud where the definition and resources of automated Processes are securely stored, in an environment that can only be accessed by Authorized Users.

b. A subscription to Studio Cloud Services is required to invite Authorized Users to create Cloud Projects in the cloud development environment, run a work portal on the cloud development environment and enjoy all other features included in Studio Cloud Services. The initial subscription includes one user package that provides access to Studio Cloud Services for 5 Authorized Users, one cloud development environment where Authorized Users can upload and store an unlimited number of Cloud Projects and run one Cloud Project at a time.

c. In the subscription, all Cloud Projects that are uploaded to the development environment are available to all Authorized users of Studio Cloud Services.

d. All Authorized Users have the ability to (1) upload their Cloud Projects, which become part of the subscription, (2) open a shared Cloud Project with Studio Cloud Services, (3) to automate Processes shared with them and (4) share Cloud Projects with other Authorized Users.

e. The End User is assigned a unique URL to access the Studio Cloud Services

f. Use by Cloud Project Owner of End User Data submitted by Authorized Users

   i. Authorized Users acknowledge that any data submitted by them to a Cloud Project may be retained indefinitely, distributed, displayed, published, modified, and used for any purpose by that Cloud Project's Owner, notwithstanding any other provision of this Agreement. Bizagi has no responsibility to enforce any confidentiality obligation the Cloud Project Owner may have to the End User. If an Authorized User submits content to a Cloud Project, the Owner of that Cloud Project may publish or distribute Customer Data to a third party, revoke End User's permission to access a Cloud Project and End User's Data within it, or transfer all rights in the Cloud Project to a third party.

   ii. Studio Cloud Services includes features that permit Owners to invite other users to build and collaborate on a Cloud Project. Bizagi has no liability for any distribution, publication, display, use or disclosure of End User's Data by other users of the Studio Cloud Services to whom End User provides or submits its data.