



BIZAGI CLOUD END USER LICENSE AGREEMENT

Introduction:

- This Bizagi Cloud End User License Agreement (“EULA”) governs the End User’s access to and use of the Bizagi Cloud Services, as more fully described in Schedule 1, which are offered through a Bizagi Authorized Reseller and accessed by the End User via the internet (the “Services”).
- Please read this EULA carefully. By accessing or using the Services, the End User agrees to the terms of this EULA. If the End User does not agree to the terms of this EULA, it may not access or use the Services.
- This EULA is a binding contract between the applicable Bizagi contracting entity identified under Section 19(a) (“Bizagi” or “we” or “our”) and the company or other legal entity that the individual accepting this EULA represents (“End User”), either via signature on this EULA or by signing a separate document that references this EULA via URL. This EULA governs the End User’s use of the Services provided through a Bizagi Authorized Reseller. Terms relating to payment, subscription, and order details shall be determined under separate agreements between the End User and the applicable Bizagi Authorized Reseller.
- Bizagi and End User are each referred to as a “Party” and collectively as the “Parties.”
- Notwithstanding anything to the contrary contained in any linked terms incorporated into this EULA, and subject to the context in which such linked terms are provided herein, the terms “Bizagi” and “Customer” shall be read, for purposes of this EULA, as referring to Bizagi and the End User, respectively.

Last Updated: April 23, 2026

1. License Grant / Excess Use

- a. During the Subscription Term and subject to End User’s compliance with the terms of this EULA, Bizagi hereby grants to End User a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Cloud Services during the Subscription Term. The Cloud Services are provided through Bizagi Authorized Resellers and enable End User’s IT teams to create, customize, deploy, and manage internal and client-facing business applications, in support of End User’s commercial operations, subject 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. Subscription terms, including payment details and Performance Levels, are governed by agreements with the Authorized Reseller.
- b. **Scale Up for Automation BPUs and AI BPUs:** If the End User needs to increase its usage of BPUs



during the Subscription Term, the following options are available:

- i. Automation BPU Scale Up
 1. The End User may request to scale up to a higher Performance Level for any of End User's Environments by contacting its Bizagi Authorized Reseller. The Authorized Reseller will coordinate with Bizagi to determine the appropriate Performance Level, and any applicable additional Subscription Fees will be agreed under the separate agreement between End User and the Bizagi Authorized Reseller. The Scale Up will be processed as soon as possible, generally within ten (10) business days. Since Automation BPUs are measured and applied per Environment and do not aggregate across Environments, the Scale Up will apply only to the specific Environment(s) selected.
 2. If the End User elects to Scale Up to a higher Performance Level, End User's corresponding ODS environment and Disaster Recovery Service Environments, if any, will also be adjusted to the appropriate level subject to additional Subscription Fees.
 3. Once the change takes effect, the Scale-Up will apply for the remaining portion of the current annual period of the Subscription Term, as applicable, meaning we will only charge the End User for the remaining number of days of the current annual period of the Subscription Term. Any adjustments to subscription terms, performance levels, or costs will be managed through the Bizagi Authorized Reseller according to the agreement between End User and the Authorized Reseller.
- ii. AI BPU Scale Up. If the End User requires additional AI capacity during the Subscription Term, the End User may request to scale up their AI BPU tier (by purchasing Additional AI BPU blocks) through the Bizagi Authorized Reseller. Additional AI BPUs will be provisioned upon purchase and will be invoiced prorated for the remainder of the applicable annual period. Once provisioned, the increased AI BPU tier remains in effect throughout the remainder of the current annual period. Since AI BPU consumption is aggregated across all End User Environments, the Additional AI BPU blocks will apply at the subscription-wide level and are not Environment-specific.
- iii. Independence of Scale Ups. Scale Up of Automation BPUs and Scale Up of AI-BPUs are entirely independent. Increasing one does not modify, increase, reduce, or otherwise affect your entitlement to the other.

c. Automatic Scale Up for Automation BPUs and AI BPUs

- i. **Trigger for Automatic Scale Up:** If for two (2) consecutive months:
 - End User's Automation BPU consumption exceeds the Performance Level applicable to any Environment, or
 - End User's AI Token consumption exceeds End User's AI BPU entitlement (calculated using the model-specific Input and Output Ratios defined in Bizagi's Model Ratio Table, published at and incorporated herein by reference: <https://www.bizagi.com/GL&CL&BMRT-EN>),

Bizagi will notify the Bizagi Authorized Reseller of the overconsumption.



- ii. **End User's Self-Adjustment Period:** Within thirty (30) days of Bizagi's notification, End User may reduce its usage to align with:
 - End User's current Performance Level for Automation BPUs, and/or
 - End User's aggregated AI BPU entitlement for AI Token usage.
- iii. **Automatic Scale-Up:** If End User's overconsumption is not remedied within thirty (30) days, the applicable Services and capacity entitlements will automatically be adjusted as follows:
 - the appropriate Performance Level will be scaled for the overconsuming Environment(s) based on average Automation BPU usage over the previous two (2) months and/or
 - Bizagi will increase the End User's AI BPU tier based on End User's average AI Token consumption during the prior two (2) months, using the model specific Input and Output Ratios defined in Bizagi's Model Ratio Table.

This adjustment will include any necessary changes to ODS and Disaster Recovery Service Environments as required, subject to additional Subscription Fees.

- iv. **Invoicing for Automatic Scale Up:** For any automatic Scale Up, prorated Subscription Fees for the upgraded Performance Level and/or increased AI BPU tier will begin with the third month of overconsumption and continue until the end of the current twelve (12) month annual period of the Subscription Term. For subsequent annual periods, the upgraded levels will remain in effect unless End User requests a permitted Scale Down in accordance with Section 1.d. (Scale Down for Capacity Upon Renewal). Details regarding any adjustments to the subscription terms, and Subscription Fees, including updates to Performance Levels, will be managed by and agreed upon with the Bizagi Authorized Reseller.
- v. **Real Time Consumption Data:** Real-time Automation BPU consumption data and AI Token consumption (calculated via model-specific Input and Output Ratios) will be available through the customer portal provided by Bizagi, enabling End User to proactively manage End User's usage and avoid automatic scaling where possible.

d. Scale Down for Capacity Upon Renewal.

- i. End User may request to Scale Down End User's subscribed capacity (including (a) the Performance Level for Automation BPUs and (b) AI capacity expressed in AI BPUs) at the end of any twelve (12) month period within End User's Subscription Term, provided all of the following conditions are met:
 1. The subscribed capacity for each category (Automation BPUs and AI BPUs) cannot be reduced below the baseline quantities specified in the original separate agreement between End User and the Bizagi Authorized Reseller governing such purchase. These baseline quantities represent End User's minimum commitment, for the entire Subscription Term. Scaling down below these baseline levels is only permitted upon expiration of the Subscription Term.
 2. The Scale Down level will be determined as follows:
 - Based on End User average Automation BPU consumption over the previous three (3) consecutive months at the end of the twelve (12)-month period.
 - Based on End User actual AI Token consumption over the previous three (3) consecutive



months at the end of the twelve (12) month period, converted into AI BPUs using the model-specific Input and Output Ratios defined in Bizagi's Model Ratio Table, published at and incorporated herein by reference: <https://www.bizagi.com/GL&CL&BMRT-EN>.

3. A request to Scale Down must be submitted to the Bizagi Authorized Reseller at least thirty (30) days before the end of the current twelve (12) month period.
 - ii. Any approved reduction will take effect at the start of the next twelve (12) month period. The Bizagi Authorized Reseller will coordinate any necessary adjustments to the subscription terms, fees, and subscribed capacity according to the agreement between End User and the Authorized Reseller.
 - iii. Scale Down of Automation BPUs and Scale Down of AI BPUs are entirely independent. Reducing one does not modify, increase, reduce, or otherwise affect End User's entitlement to the other.
- e. **Expiration of Unused BPUs.**
- i. For clarity, any unused Automation BPUs or AI BPUs (including any Included AI BPU allocation and any Additional AI BPU blocks) will expire at the end of the applicable Subscription Term and will not roll over, accumulate, or be credited toward future periods.

2. Use Restrictions

End Users are prohibited from the following actions:

- a. Use of the Services for any illegal or unlawful purpose or under any circumstances in which error or inaccuracies in the content, functionality, data or information provided by the service or the failure of the service could lead to death, personal injury, or severe physical or environmental damage.
- b. Making any attempts to gain access to the underlying source code of the Services.
- c. Allowing any third party, other than End User's Authorized Users, to access or use the Services.
- d. Using the Services to store or transmit any material that infringes on the right of a third-party or which is otherwise unlawful.
- e. Creating derivative works of the Services or Documentation or any of their individual components
- f. End User performing by itself or through a third-party or disclosing the results of any benchmark, performance, penetration, or other similar test or analysis.
- g. Copying or modifying any feature, function, user interface, component, or element (including software elements) of the Services.
- h. Allowing any Authorized User on the End User Account to use any Bizagi AI capabilities in contravention or conflict with any terms of the [Bizagi AI Acceptable Use Policy for Clients \("AUP"\)](#), including those governing AI Token usage, which is available through End User's Bizagi Authorized Reseller.



Violation of these restrictions may result, without limitation, in the suspension or termination of End User's access to the Services, as determined by Bizagi in coordination with End User's Bizagi Authorized Reseller.

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. Access to these Services through a Bizagi Authorized Reseller does not transfer any ownership rights to End User.
- b. Bizagi owns and hereby grants to End User a perpetual, worldwide, to use Outputs for End User's own benefit in connection with End User's business operations within the scope of this EULA and AUP only. This license survives the termination of this EULA. For clarity, End User acknowledges and agrees that: (a) this license applies solely to the Outputs generated and does not confer any ownership rights in the underlying AI technology, algorithms, models, or systems used to generate such Outputs, which shall remain the exclusive property of Bizagi and its licensors; and (b) Outputs may not be unique to End User, and may be similar to other customers' Outputs. Bizagi and its licensors retain ownership of the AI models used to generate any Outputs from End User's Inputs. Bizagi also retains ownership of any information it independently (a) develops, or (b) receives from a third party. The provision of the Services through a Bizagi Authorized Reseller does not alter these ownership rights.
- c. To the extent End User provides Bizagi, whether directly or through the Bizagi Authorized Reseller, with any suggestion, recommendation, correction or other feedback regarding the Services ("Feedback") or the Documentation, Bizagi owns all Intellectual Property Rights in the Feedback.
- d. Any agreements between End User and the Bizagi Authorized Reseller regarding the Services do not modify Bizagi's ownership rights as stated in this section.

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. This ownership remains unchanged whether the Services are provided directly by Bizagi or through a Bizagi Authorized Reseller.
- 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, regardless of whether such Services are provided directly or through a Bizagi Authorized Reseller. Bizagi may also transfer End User Data to its Affiliates that need to use it to perform Services under this EULA. 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 and its Authorized Resellers 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 Protection Agreement (or Data Privacy Agreement) located at the following links shall apply. End User's Bizagi Authorized Reseller will provide access to the appropriate Data Processing Agreement or Data Privacy Agreement based on End User's location:
 - 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>
 - iv. For End Users in the United States: <https://www.bizagi.com/sa?BC&CL&DPA>
- e. The Bizagi Cloud Technical and Organizational Security Measures that Bizagi has implemented are available through End User's Bizagi Authorized Reseller or at: <https://www.bizagi.com/sa?GL&CL&DS-EN>. Bizagi has implemented a robust and comprehensive security program based on ISO 27001 standards and has achieved ISO 27001 certification.
- f. End User retains ownership of and responsibility for any Inputs provided when using Bizagi's AI capabilities. Subject to End User's compliance with this EULA and the AUP, Bizagi grants End User a perpetual, worldwide, non-exclusive, non-transferable license to use Outputs for End User's own benefit in connection with End User's business operations. This license survives the termination of this EULA. For clarity, End User acknowledges and agrees that: (a) this license applies solely to the Outputs generated and does not confer any ownership rights in the underlying AI technology, algorithms, models, or systems used to generate such Outputs, which shall remain the exclusive property of Bizagi and its licensors; and (b) Outputs may not be unique to End User, and may be similar to other customers' Outputs. Bizagi retain ownership of any information it independently (a) develops or (b) derives from a third-party source.
- g. Bizagi may collect and use aggregated, anonymized data from End User interaction and usage of the AI services solely for the purpose of tracking service consumption, improving AI functionalities, algorithms, and service offerings, irrespective of whether End User access the Services directly or through a Bizagi Authorized Reseller. Bizagi will not use End User's Inputs or Outputs to train, develop, or enhance its AI models or for any other commercial purposes without End User's express written consent.
- h. End User acknowledges that all Bizagi AI capabilities (e.g. Ask Ada) operate within defined data domains to ensure data governance and relevance. Access to Bizagi AI functionalities is controlled by the role-based permissions that End User configure within its End User Account. Thus, End User is



solely responsible for managing and enforcing these permissions, and neither Bizagi nor End User's Bizagi Authorized Reseller will not be liable for any unauthorized access or misuse arising from End User's mismanagement of access controls or configuration errors.

- i. Security Incident Notification. If Bizagi becomes aware of a Security Incident that materially affects the confidentiality, integrity or availability of End User Data in the Services (other than a Personal Data Breach or Data Breach as defined in the applicable Data Processing Agreement, which is governed by the terms of such agreement), Bizagi will notify the Bizagi Authorized Reseller without undue delay and in any event within seventy-two (72) hours after confirming the incident, and the Bizagi Authorized Reseller will communicate such notification to End User in accordance with the terms of their agreement with End User. Such notice will include information reasonably available at that time about the nature of the incident, the categories of data affected, the likely consequences, and the measures taken or proposed to address it. For Personal Data Breaches or Data Breaches, notification will be provided in accordance with the applicable Data Processing Agreement as between Bizagi and the Bizagi Authorized Reseller.

5. Warranties and Disclaimers:

- a. During the Subscription Term, Bizagi will make the Services available to End User as described in our Service Level Description, whether provided directly or through a Bizagi Authorized Reseller.
- b. Bizagi warrants that during the Subscription Term the Services will perform in all material respects as described in the Documentation. However, Bizagi does not warrant uninterrupted or error-free operation. If End User encounters an error or defect, End User may create a Support Ticket through its Bizagi Authorized Reseller and Bizagi will address it as described in the Support Services and Premium Support Description (see Exhibit 8).
- c. If the Services fail to comply with the above warranty, End User's exclusive remedy and Bizagi's only obligation will be to correct the issue. If Bizagi informs End User (either directly or through End User's Authorized Reseller) that it is unable to resolve the error within a reasonable time and the issue materially impacts End User's use of the Services, End User may terminate the applicable subscription agreement through its Bizagi Authorized Reseller and request a prorated refund of prepaid fees for the unused portion of the Subscription Term. Any such refund will be issued in accordance with the refund policies of End User's Bizagi Authorized Reseller, who will coordinate with Bizagi for the processing of any applicable credits.
- d. Warranty claims must be submitted to End User's Bizagi Authorized Reseller, who will coordinate with Bizagi for resolution in accordance with this EULA. End User's Bizagi Authorized Reseller may have additional or separate warranty terms, but such terms shall not reduce or modify the warranties provided by Bizagi herein.
- e. These warranties do not apply to services offered on a beta or trial basis. Bizagi will not be liable to End User for any damages in any way related to any Services provided on a beta or trial basis, or that are otherwise provided at no cost to End User. All other warranties not explicitly stated in this



Agreement—express, implied, or statutory—are disclaimed, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither Bizagi nor its Bizagi Authorized Resellers make any additional warranties beyond what is explicitly stated in this section.

6. AI Capabilities – Disclaimers and End User Responsibilities

- a. The Bizagi AI capabilities are provided "AS IS" without any warranties—express or implied—as to accuracy, completeness, reliability, or fitness for a particular purpose, whether provided directly by Bizagi or through a Bizagi Authorized Reseller. Outputs are intended for informational use only and should be independently reviewed before being relied upon. End User is encouraged to evaluate and validate how it uses such Outputs and any consequences thereof. No additional representations or warranties regarding these capabilities are provided by End User's Bizagi Authorized Reseller beyond those explicitly stated by Bizagi in this EULA.
- b. Bizagi AI capabilities rely on Azure OpenAI Service that is developed, updated, or deprecated independently of Bizagi. These changes may affect the behavior, availability, or output of AI-powered features. Bizagi will make reasonable efforts to notify End User of material updates when known, either directly or through End User's Bizagi Authorized Reseller. We recommend that End User test AI capabilities in a non-production environment after any significant model change. End User's Bizagi Authorized Reseller may assist with testing and implementation but cannot modify the underlying operation of these third-party models.
- c. End User may configure AI capabilities (e.g., prompt designs, workflows, execution logic) to meet your business needs. As with other configurable elements of the Services, End User is responsible for ensuring that these configurations are appropriate for End User's intended use and for testing any changes before deploying them in a production environment. This responsibility remains with End User even when End User's Bizagi Authorized Reseller assists with implementation or configuration. Bizagi and its Authorized Resellers disclaim any liability for issues resulting from misconfigurations, improper mappings, or incomplete data.
- d. While Bizagi and its Authorized Resellers provide guidance and documentation to support End User's effective use of AI capabilities, End User is ultimately responsible for validating the outputs and behavior of these features within End User's specific business context. End User's Bizagi Authorized Reseller may provide additional services or support for AI implementations, but these services are separate from and do not alter the disclaimers and responsibilities outlined in this EULA.
- e. End User's use of Bizagi AI is subject to, and End User will comply with: (1) Microsoft's Enterprise AI Services Code of Conduct (as updated); and (2) Microsoft's Product Terms — For Online Services (as updated), including provisions on responsible use, extracting data, and use of content for training. Where Microsoft requires eligibility, registration, or approval (including for Limited Access features), End User will complete those steps. If there is any conflict between the terms of this EULA related to such AI tools and the Azure OpenAI Service terms, the Azure OpenAI Service terms will take priority.

7. 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. End User acknowledges that notices of breach may be submitted through the Bizagi Authorized Reseller, and Bizagi may communicate notice of End User's breach to End User through the Bizagi Authorized Reseller. Termination of this EULA does not automatically terminate End User's agreement with the Bizagi Authorized Reseller, which is governed by separate terms between End User and the Bizagi Authorized Reseller.
- 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 this 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; or (e) the suspension is required by applicable law or by the terms of Bizagi's infrastructure or AI service providers. Bizagi will make reasonable efforts to notify End User of any such suspension through the Bizagi Authorized Reseller and will work with the Bizagi Authorized Reseller to restore access once the underlying issue is resolved. Where reasonably possible, Bizagi will give End User prior notice of the suspension through the Bizagi Authorized Reseller and an opportunity to correct the issue. Bizagi may act without prior notice if necessary to comply with law or to protect the security or stability of the Services and will notify the Bizagi Authorized Reseller as soon as reasonably practicable thereafter. Except as expressly stated in this EULA, Bizagi is not liable for delays or disruptions caused by a suspension made in accordance with this Section 7.c.
- 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 End User 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. Bizagi may, at its sole discretion, offer End User the opportunity to transition to another Bizagi Authorized Reseller or to a direct relationship with Bizagi.



- 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. End User should coordinate such data retrieval with the Bizagi Authorized Reseller, who may assist in this process according to the terms of their agreement with End User.

8. Support Services and Premium Support

- a. Unless agreed to otherwise in the agreement between End User and the Bizagi Authorized Reseller, Bizagi will provide End User with Support Service as set forth at the following URL: <https://www.bizagi.com/sa?GL&CL&MPS-EN>.
- b. If End User has opted to purchase Premium Support, the terms set forth at that same URL shall apply. Premium Support services may incur additional fees as outlined in End User's agreement with the Bizagi Authorized Reseller.
- c. To access support services, End User should follow the process defined by the Bizagi Authorized Reseller, which may include submitting support tickets through the reseller's support system or directly through Bizagi's support channels as specified in End User's agreement with the Bizagi Authorized Reseller.
- d. Any support-related commitments made by the Bizagi Authorized Reseller that exceed or conflict with Bizagi's standard Support Services documentation must be separately agreed to in writing between Bizagi and the Bizagi Authorized Reseller to be binding on Bizagi.

9. Data Retrieval

- a. Upon the expiry or termination of the subscription, End User shall cease all access to or use of the Services, including the Documentation; however, solely for the purposes of retrieving End User Data, Bizagi will make the End User Data available for a limited period after the effective date of termination or expiration ("Retrieval Period"). The Retrieval Period shall be up to 60 days for Automation Services and up to 15 days for Studio Cloud Services and Modeler Services.
- b. End User should coordinate data retrieval activities with their Bizagi Authorized Reseller, who will assist in this process according to the terms of their agreement with End User. The Bizagi Authorized Reseller may help facilitate communication with Bizagi, provide technical assistance for the retrieval process, make Customer Data available to the End User in a common used machine-readable format via standard export options and interfaces (such as database backups and ODS access) that we make available as part of the Cloud Services as further described in the Documentation, or offer additional services related to data extraction and transition.
- c. End User is solely responsible for downloading and preserving its Customer Data during the Retrieval Period, and End User is not entitled to continue using the Cloud Services for production or other business operations after the Subscription ends.



- d. At the end of the Retrieval Period, Bizagi will have no obligation to maintain or provide any End User 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.
- e. If End User requires an extension to the standard Retrieval Period, such request must be submitted through the Bizagi Authorized Reseller before the end of the Retrieval Period, and any extension shall be subject to additional fees and terms as agreed between End User and the Bizagi Authorized Reseller.
- f. End User acknowledges that the format of the retrieved data may require conversion or migration work to be usable in other systems, and such services are not included as part of the standard Retrieval Period unless specifically provided for in the agreement with the Bizagi Authorized Reseller.

10. 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. **Three-Party Information Sharing.** End User acknowledges that in order to provide and support the Services, certain Confidential Information may need to be shared among End User, Bizagi, and the Bizagi Authorized Reseller. End User consents to Bizagi sharing End User's Confidential Information with the Bizagi Authorized Reseller, and receiving End User's Confidential Information from the Bizagi Authorized Reseller to the extent reasonably necessary to provide, support, bill for, and maintain the Services. Any such shared Confidential Information shall remain subject to the confidentiality obligations set forth in this section and any additional confidentiality terms in the agreement between End User and the Bizagi Authorized Reseller. The Parties further acknowledge and agree that the obligations of confidentiality under this Section 10 apply to End User Data used with Bizagi AI capabilities. For the avoidance of doubt, these obligations do not override Section 3.b (b), under which the Parties acknowledge and agree that Outputs may not be unique to End User.
- c. **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.

- d. **Non-Disclosure.** Except as otherwise permitted in writing by the Disclosing Party or as necessary for the Bizagi Authorized Reseller to fulfill its obligations to End User and Bizagi, 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 or the agreement between End User and the Bizagi Authorized Reseller, 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.
- e. **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.
- f. **Support and Implementation Activities.** End User acknowledges that in order to provide technical support, implementation services, and other assistance, the Bizagi Authorized Reseller may need to share certain Confidential Information with Bizagi. End User authorizes such sharing to the extent reasonably necessary to provide such support and services. Any communication of technical issues, bug reports, or service requests between End User, the Bizagi Authorized Reseller, and Bizagi shall be handled according to the support procedures established in the agreement between End User and the Bizagi Authorized Reseller.
- g. **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 EULA for as long as such Confidential Information remains a trade secret under applicable law.

11. User Accounts

- a. 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.



- b. End User acknowledges that the number of user accounts and associated access levels are determined by the subscription purchased through the Bizagi Authorized Reseller. Any increase in the number of user accounts or changes to access levels must be arranged through the Bizagi Authorized Reseller according to the terms of their agreement with End User.
- c. End User is responsible for all activities conducted under its user accounts and for its Authorized Users' compliance with this EULA and any applicable terms in the agreement between End User and the Bizagi Authorized Reseller. End User shall promptly notify the Bizagi Authorized Reseller of any unauthorized use of any password or account, or any other known or suspected breach of security related to the Services.

12. 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 the Bizagi Authorized Reseller 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 the Bizagi Authorized Reseller and Bizagi in the investigation of any Services outages and any related security issues.

13. 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, which may be communicated through the Bizagi Authorized Reseller. The Bizagi Authorized Reseller may provide guidance on compatible equipment and software requirements.

14. Notice of unauthorized use

End User must report to the Bizagi Authorized Reseller immediately, and use reasonable efforts to stop immediately, any actual or suspected copying or distribution of the Services in violation of this EULA. The Bizagi Authorized Reseller will coordinate with Bizagi regarding such unauthorized use.

15. 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 are owed in accordance with the SLA to the Bizagi Authorized Reseller. The Bizagi Authorized Reseller will be responsible for processing such requests with Bizagi and communicating the outcome to End User. Service availability reports may be provided to End User through the Bizagi Authorized Reseller.

16. 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 EULA EXCEED THE TOTAL AMOUNT PAID IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE 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. END USER ACKNOWLEDGES THAT BIZAGI'S RELATIONSHIP WITH END USER IS INDIRECT, THROUGH THE BIZAGI AUTHORIZED RESELLER, AND THAT BIZAGI'S LIABILITY IS ACCORDINGLY LIMITED.
- 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.

For any claims subject to this section, End User must notify the Bizagi Authorized Reseller, who will coordinate communications with Bizagi regarding the claim.

17. Indemnification

- a. **Indemnification by Bizagi.** Throughout the Subscription Term, 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 by a competent court or body 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 notifies 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. Communications regarding such IP Claims may be conducted through the Bizagi Authorized Reseller. 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 17(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. Bizagi will implement such remedy through coordination with the Bizagi Authorized Reseller.
- d. **Indemnification by End User.** Throughout the Subscription Term, End User will defend Bizagi and the Bizagi Authorized Reseller against any claim, demand, suit or proceeding made or brought against Bizagi or the Bizagi Authorized Reseller 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 and the Bizagi Authorized Reseller from any damages, attorney fees and costs finally awarded by a competent court or body against Bizagi or the Bizagi Authorized Reseller as a result of, or for any amounts paid by Bizagi or the Bizagi Authorized Reseller under a court-approved settlement of, a Claim Against Bizagi, provided Bizagi or the Bizagi Authorized Reseller (a) promptly gives 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 End User may not settle any Claim Against Bizagi unless it unconditionally releases Bizagi and the Bizagi Authorized Reseller of all liability), and (c) gives End User all reasonable assistance, at End User's expense.

18. EU/EEA End User Additional Terms

This Section 18 applies only to End Users established in the European Union or European Economic Area ("EU/EEA End Users"). It applies in addition to the rest of this EULA. If there is any conflict between this Section 18 and any other provision of this EULA in relation to switching, data export, or retrieval for EU/EEA End Users, this Section 18 will prevail.

- a. For the purposes of this Section 18:
 - i. "Exportable Data" means the categories of End User Data and related data or digital assets that Bizagi is required to make portable under the EU Data Act and that Bizagi describes in the Data Act Switching and Data Portability section of the Documentation (the "Exportable Data Documentation"). The Exportable Data Documentation also describes the categories of data that



are specific to the internal functioning, security or performance of the Services and that are not treated as Exportable Data, and the standard formats and interfaces through which Exportable Data is made available.

- ii. Bizagi's obligations under this Section 18 relate only to Exportable Data and do not extend to data specific to the internal functioning, security, or performance of the Services, except to the extent strictly required by the EU Data Act.
- iii. Nothing in this Section 18 requires Bizagi to: (a) develop new technologies or services; (b) materially modify the architecture of the Services; (c) ensure functional equivalence with any particular destination service; or (d) disclose trade secrets, proprietary know-how or information the disclosure of which would compromise the security or integrity of the Services, except to the extent strictly required by the EU Data Act.

- b. **Initiating Switching or Exit.** End User may, by giving the Bizagi Authorized Reseller written notice no more than two (2) months in advance, request that Bizagi enable End User, at the end of that notice period, to: (a) switch to a data processing service offered by another provider; (b) switch to an on-premises environment under End User's control; or (c) have End User's End User Data erased in connection with the termination of the relevant Services. The Bizagi Authorized Reseller will promptly communicate such notice to Bizagi.

End User's notice must specify the option chosen and provide the information reasonably required for Bizagi to plan and perform the switching process. If End User does not provide such information or does not reasonably co-operate with the switching process, the timelines for switching may be delayed, but Bizagi's obligations will not be extended beyond the maximum periods permitted under the EU Data Act.

- c. **Early Termination.** If End User chooses to end its subscription for convenience or for any reason other than Bizagi's uncured material breach under Section 7.b of this EULA, the Subscription Fees (including any early termination or committed-term charges expressly set out in the applicable agreement with the Bizagi Authorized Reseller) will remain payable in accordance with this EULA and such agreement. Bizagi will not charge End User through the Bizagi Authorized Reseller any additional switching fees or penalties for ending the subscription, and Bizagi is not required to refund prepaid amounts except as expressly provided in this EULA.
- d. **Transitional Period and Switching.** Where End User chooses option (a) or (b) under Section 18.a, a transitional period of thirty (30) calendar days (the "Transitional Period") will begin at the end of the notice period. During the Transitional Period, this EULA remains in force for the affected Services and, subject to End User's reasonable co-operation and the technical characteristics of the Services, Bizagi will provide the switching assistance required by the EU Data Act, which may include:
 - i. making End User's Exportable Data available in a structured, commonly used and machine-readable format that Bizagi supports for the relevant Services and describes in the Documentation or other written materials (which may include database backup formats designed for restoration in compatible environments);
 - ii. providing the documentation and technical information that Bizagi makes available in its standard

export options, interfaces and Documentation to support End User's use of Exportable Data with another cloud service or in End User's own IT systems; and

iii. offering reasonable technical support, through the Bizagi Authorized Reseller, within Bizagi's standard support channels and hours, to address switching-related questions. If, despite Bizagi's reasonable efforts and End User's reasonable co-operation, it is not technically feasible to complete the switching within thirty (30) days, Bizagi may extend the Transitional Period only to the extent, and for no longer than the maximum period, permitted by the EU Data Act. During the Transitional Period, Bizagi will continue to provide the contracted Services to End User, act with due care to avoid unnecessary disruption to End User's business, and maintain a level of security for End User's data that is no lower than the level Bizagi applies during the ordinary provision of the Services.

- e. **EU Retrieval Period and Deletion.** After the Transitional Period ends, End User will have a data retrieval period of at least thirty (30) calendar days (the "EU Retrieval Period"), during which End User may access the Services solely to retrieve End User Data using the same export options and interfaces described for the Transitional Period, subject to the availability of the Services. For EU/EEA End Users, the EU Retrieval Period under this Section 18.e applies in place of any shorter retrieval period stated in Section 9 of this EULA. After the EU Retrieval Period (or any later date required by applicable law), Bizagi will securely erase or anonymize End User Data that constitutes Exportable Data, including:
- i. End User Data provided to the Services;
 - ii. data generated by End User's use of the Services, including workflow configurations, process analytics, and Outputs specific to End User's use; and
 - iii. digital assets that relate directly to End User, in each case to the extent such data constitutes Exportable Data, except where Bizagi is required or permitted to retain such data by applicable law, regulatory requirements, a binding order of a competent authority, or for legitimate business purposes such as aggregated, anonymized usage statistics that cannot be attributed to End User.

Upon End User's written request submitted through the Bizagi Authorized Reseller, Bizagi will provide written confirmation of data deletion of the relevant End User Data. Bizagi is not obliged to retain or provide internal system logs or other data relating to the internal functioning of the Services, except where required by applicable law or the EU Data Act.

- f. **Switching Charges.** Any charges Bizagi applies for switching and related data export services will comply with Article 29 of the EU Data Act. Until 12 January 2027, Bizagi may apply cost-based fees for switching and data export to the extent permitted by the EU Data Act and only where End User requests switching or export assistance that goes beyond the standard access to Exportable Data provided during the Subscription Term and the applicable Retrieval Period. Any such fees will not exceed Bizagi's direct costs (for example, infrastructure costs, personnel time directly allocated to that additional work, and third-party costs incurred specifically for that additional switching or export), and, upon End User's written request submitted through the Bizagi Authorized Reseller, Bizagi will describe in writing in advance the nature of such fees and the cost categories they cover.

- g. **Charges from 12 January 2027 Onwards.** From 12 January 2027 onwards, Bizagi will not charge End



User fees for those switching and data export services that the EU Data Act prohibits providers from charging for as switching charges. This Section 18.f does not limit Bizagi's ability to:

- i. continue charging the contractually agreed Subscription Fees during the notice period, the Transitional Period and any applicable retrieval period;
 - ii. charge Bizagi's standard professional services rates for additional migration, consulting or transformation services that End User requests and that go beyond the minimum switching obligations set out in the EU Data Act and this Section 18, provided such services are genuinely optional and not necessary to exercise End User's statutory switching rights; or
 - iii. apply any early termination charges or other fees that are expressly set out in this EULA or the applicable agreement with the Bizagi Authorized Reseller, provided those charges are clearly disclosed in advance and are not described or used as switching fees.
- h. **Contract End.** If End User submits a switching or erasure request under this Section 18, End User's subscription to the Services under the applicable agreement with the Bizagi Authorized Reseller will end when (a) End User confirms in writing to the Bizagi Authorized Reseller that the switching process is completed, or (b) the last day of the EU Retrieval Period expires, whichever occurs first, unless End User requests an extension in writing through the Bizagi Authorized Reseller and Bizagi agrees. In any event, switching will be deemed completed, and the subscription will be deemed terminated, no later than the last day of the EU Retrieval Period once Bizagi has made Exportable Data available to End User as described in this Section 18, regardless of whether End User actually retrieves or uses that data. Bizagi will cease charging Subscription Fees for terminated Services effective on the termination date, except for fees due for Services provided through that date and any applicable early termination or other charges expressly agreed in accordance with this EULA. After the termination date, Bizagi is not required to continue providing Services or switching assistance, except to the extent required by applicable law.
- i. **Protection Against Unlawful Third-Country Access.** In accordance with Article 32 of the EU Data Act and to the extent required and permitted by applicable law:
- i. if Bizagi receives a request from a non-EU/EEA governmental authority for access to End User's End User Data, Bizagi will assess the request in good faith, and where Bizagi reasonably considers that there are reasonable grounds to believe it conflicts with EU law, Bizagi will take appropriate legal steps to challenge it, minimize any data disclosed and notify the Bizagi Authorized Reseller promptly, who will in turn notify End User;
 - ii. Bizagi implements technical and organizational measures including encryption, access controls, and contractual obligations on sub-processors to protect End User's End User Data from unlawful third-country access; and
 - iii. if Bizagi is compelled to disclose End User's End User Data to a third-country authority in a manner that violates EU law, subject to Section 7.b of this EULA, End User may terminate the affected Services without penalty and Bizagi will coordinate with the Bizagi Authorized Reseller to refund to End User the Subscription Fees paid for the period following the effective date of termination.

19. 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 Attn: Legal Department	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 Attn: Legal Department	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. Attn: Legal Department	The Laws of Spain	The Courts of Spain
A Country in Europe other than Spain.	Bizagi Deutschland GmbH	Rosenheimer straÙe 143c, 81671 München. Attn: Legal Department	The Laws of Germany	The Courts of Munich, Germany
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. Attn: Legal Department	the Laws of Colombia	The Courts of the State of Colombia

The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sales of Goods dated 11 April 1980 do not apply to this Agreement.

- b. Despite Bizagi's indirect relationship with End User through the Bizagi Authorized Reseller, the governing law and jurisdiction provisions in the above Section 18.a. apply directly to any disputes between Bizagi and End User. End User acknowledges that notices to Bizagi under this EULA may be sent through the Bizagi Authorized Reseller, who will forward such notices to Bizagi as appropriate. Similarly, Bizagi may provide notices to End User through the Bizagi Authorized Reseller. The Bizagi Authorized Reseller may be subject to different governing law provisions in their separate agreement with End User, which shall not affect the governing law provisions of this EULA.
- c. **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. Bizagi may conduct such audits directly or coordinate them through 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.

- d. **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. End User acknowledges that such Service Analyses apply regardless of whether the Services were purchased through a Bizagi Authorized Reseller.
- e. **Marketing.** Bizagi may: (i) include End User's name and logo in a list of Bizagi's customers 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. Bizagi may coordinate such marketing activities with the Bizagi Authorized Reseller where appropriate. Further, End User agrees to serve as a reference for Bizagi following the go-live date of End User's solution, upon written agreement either directly with Bizagi or through the Bizagi Authorized Reseller at that time.
- f. **Export Restrictions and Sanctions Compliance.** Export laws and regulations of the United States of America as well as any other relevant local export laws and regulations ("Export Laws") and applicable economic or trade sanctions laws and regulations ("Sanctions Laws"), apply to the Services. End User agrees to comply with such Export Laws and Sanctions Laws in End User's use of the Services (including technical data) provided under this EULA, regardless of whether acquired through a Bizagi Authorized Reseller, and the End User agrees to comply with all such Export Laws and Sanction Laws (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, the proliferation of nuclear, chemical, or biological weapons proliferation, or development of missile technology.
- g. **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. These survival provisions apply regardless of whether End User acquired the Services through a Bizagi Authorized Reseller.
- h. **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. The Bizagi Authorized Reseller is an independent business entity and is not an agent of Bizagi for any purpose, nor does the Bizagi Authorized Reseller have any authority to bind Bizagi beyond the terms explicitly set forth in this EULA. Other than Bizagi's Affiliates, there are no third-party beneficiaries of this EULA.
- i. **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. End User acknowledges that its



separate agreement with the Bizagi Authorized Reseller governs purchase terms and other commercial aspects, but does not modify this EULA. 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.

- j. **Amendment.** This EULA may only be modified by a written agreement signed by duly authorized representatives of End User and Bizagi. The Bizagi Authorized Reseller does not have authority to modify this EULA or to make commitments on Bizagi's behalf that would result in modification of this EULA.
- k. **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. This severability provision applies equally to the terms governing the relationship between End User and Bizagi regardless of whether End User acquired the Services through a Bizagi Authorized Reseller.
- l. **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. Any waiver granted by Bizagi directly to End User shall be effective regardless of any intermediary relationship with a Bizagi Authorized Reseller. Actions or communications from the Bizagi Authorized Reseller cannot constitute a waiver on behalf of Bizagi unless expressly authorized by Bizagi in writing.
- m. **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. End User's rights to use the Services acquired through a Bizagi Authorized Reseller cannot be assigned or transferred unless such assignment or transfer is approved by Bizagi in writing. Changes in the relationship between End User and the Bizagi Authorized Reseller do not constitute an assignment of this EULA and do not affect End User's obligations under this EULA.
- n. **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. This Section does not excuse End User's obligation to pay for Services already delivered or made available. End User acknowledges that any force majeure event affecting Bizagi may impact service delivery regardless of



whether the Services were acquired through a Bizagi Authorized Reseller, and any notifications regarding such events may be provided through the Bizagi Authorized Reseller or directly to End User at Bizagi's discretion.

GLOSSARY

- 1. Additional Project:** Consists of a Production Environment, Testing Environment, and Development Environment that may be purchased, in addition to the initial process automation bundle, through a Bizagi Authorized Reseller according to the Subscription Fees indicated in the agreement between End User and the Bizagi Authorized Reseller. An Additional Project also includes one instance of ODS for each Environment included in the Additional Project. All technical specifications and entitlements for Additional Projects are defined by Bizagi regardless of the purchasing arrangement with the Bizagi Authorized Reseller.
- 2. Affiliate:** Means any entity that, with respect to a Party to this EULA, 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 has the power to direct or cause the direction of the management and policies of an entity. This definition applies to the Affiliates of both End User and Bizagi. For clarity, Bizagi Authorized Resellers are not typically considered Affiliates of Bizagi unless they otherwise meet the criteria in this definition.
- 3. AI BPUs:** Means a Bizagi Performance Unit used to meter and entitle access to Bizagi AI functionality, counted on a token-usage basis consistent with Microsoft Azure OpenAI or Microsoft Foundry (Microsoft’s broader AI platform that includes Azure OpenAI Service). One (1) AI BPU equals fifty million (50,000,000) AI Tokens per month, where “AI Tokens” are calculated using model specific Input and Output Ratios as defined in Bizagi’s Model Ratio Table referenced in the applicable Order Form. Input and Output Ratios may vary depending on the Azure AI model applicable to the relevant Bizagi AI capability. AI BPU consumption is aggregated across all End User Environments—including Development, Testing, Staging, and Production—on a consolidated basis for the applicable Subscription Term.
- 4. AI Token:** Means the unit of measurement used by Microsoft Azure OpenAI Service or Microsoft Foundry (Microsoft’s broader AI platform that includes Azure OpenAI Service) to meter usage of AI models, including the tokens associated with content submitted by End User (input) and content generated by the model (output). AI Tokens are calculated using Azure’s standard tokenization methodology as updated from time to time.
- 5. Applications:** Means applications to automate Processes that are developed by Authorized Users using Studio Cloud Services. These Applications remain subject to this EULA regardless of whether the Services were acquired directly from Bizagi or through a Bizagi Authorized Reseller.
- 6. 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 may be integrated with End User's own user authentication system, or it can be managed by End User using Bizagi's own authentication system. Only Authorized Users can access the Services. End User remains responsible for compliance with this EULA by all Authorized Users regardless of whether the Services were acquired directly from Bizagi or through a Bizagi Authorized Reseller. The number of permitted Authorized Users is determined by the subscription purchased, whether directly from Bizagi or through a Bizagi Authorized Reseller.

- 7. Automation BPU:** Means the Bizagi Performance Unit used to measure End User's capacity and consumption of the Automation Service (non-AI workloads). One (1) Automation BPU corresponds to ten thousand (10,000) Steps per month (as defined in this EULA). Automation BPUs are measured and applied per Environment and do not aggregate across End User Environments. Automation BPUs apply solely to automation/process execution workloads and do not include or govern AI Token usage, which is measured separately under AI BPUs.
- 8. Automation Service:** Means a subscription-based platform that is made available online by Bizagi, as further described in the Bizagi Cloud Services Platform Overview and Documentation. The Automation Service is made available to End User through a Bizagi Authorized Reseller under a separate agreement between the End User and such Bizagi Authorized Reseller. The technical specifications and service levels of Automation Service are defined by Bizagi and remain consistent regardless of the acquisition method. Automation Service does not include AI capacity unless expressly stated in the applicable Order Form between Bizagi and the Bizagi Authorized Reseller relating to End User's subscription. AI capacity is governed exclusively by End User's AI BPU entitlement.
- 9. Bizagi AI:** Means the suite of artificial intelligence ("AI") capabilities made available within the Bizagi Cloud Services Platform, integrated with Azure OpenAI Service, including Bizagi's AI Agents, Ask Ada, and other native AI features as described in the Documentation. All Bizagi AI capabilities are subject to Bizagi's terms and conditions under this EULA regardless of whether accessed through Services acquired directly from Bizagi or through a Bizagi Authorized Reseller.
- 10. 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. While the commercial terms are agreed between the Bizagi Authorized Reseller and End User, the use of Services remains subject to this EULA between Bizagi and End User.
- 11. Bizagi Development:** Commonly referred to as a 'project' in Studio Cloud Services, means 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. The technical specifications and limitations of Bizagi Development remain as defined by Bizagi, regardless of whether the Services were acquired through a Bizagi Authorized Reseller or directly from Bizagi.



12. Bizagi Performance Unit (BPU): Means a unit of consumption assigned to the Bizagi Cloud Services. BPUs exist as two distinct categories—Automation BPUs and AI BPUs—and are used to measure End User’s entitled capacity and actual consumption under the Services. End User’s BPU entitlements for each category will be stated in the applicable Order Form relating to End User’s subscription.

13. Bizagi Support Center: Means the secure support site operated by Bizagi and used by End Users to submit Support Tickets and report Errors or Problems related to the Services. Depending on the support model agreed with the Bizagi Authorized Reseller, End User may submit tickets directly to the Bizagi Support Center or through the Bizagi Authorized Reseller’s support system, but all technical support is ultimately provided by Bizagi according to the applicable support level.

14. Cloud Model: Means online processes that are created by End User using Modeler Services. Cloud Models developed using Services acquired through a Bizagi Authorized Reseller are subject to the same technical specifications and usage rights as those developed using Services acquired directly from Bizagi.

15. Confidential Information: Means any non-public information or materials belonging to, concerning or in the possession or control of the Disclosing Party that is furnished, disclosed, or otherwise made available (directly or indirectly) to the 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.

16. Development Environment: Means a Studio Cloud Services Environment that End User uses to develop its Applications. The specifications and capabilities of the Development Environment are determined by Bizagi regardless of whether access to this environment was acquired directly from Bizagi or through a Bizagi Authorized Reseller.

17. Disclosing Party: Means a Party or its Affiliates that discloses Confidential Information to the Receiving Party.

18. 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, support, or technical or other components, features or requirements, of the Services, which are available at <https://help.bizagi.com> or any other URL as may be provided to End User from time to time. The Documentation provided by Bizagi applies to all Services regardless of whether they were acquired directly from Bizagi or through a Bizagi Authorized Reseller.

19. Downtime: Means the total accumulated minutes during a calendar month in which the Services are unavailable, subject to the following: (i) a minute is considered unavailable if all of End User’s continuous attempts to establish a connection to the Services within the minute fail; and (ii) intermittent access for a period of less than one minute is not counted as Downtime. Downtime does not include Scheduled Downtime.

20. End User Data: Means any information or assets that End User owns; End User retains title and



ownership when it inputs them into the Services for processing or developing any Application and Process. During the Subscription Term, End User authorizes Bizagi to use the End User Data in order to fulfill Bizagi's obligations under this EULA.

21. Environment: Means a dedicated and independent instance of the Bizagi Cloud Services provisioned for a specific stage of End User's application life cycle. An Environment is deployed as a separate Production Environment, Testing Environment, Development Environment, or other Non-Production Environment, each operating as its own isolated instance used respectively for creating, editing, testing, and running Bizagi Processes and AI orchestration. For clarity, Automation BPUs are measured and applied per Environment, while AI BPU consumption is aggregated across all End User Environments on a consolidated basis.

22. Error: Means one (1) or more reproducible deviations in the standard, unmodified Services from the applicable specifications shown in the Documentation. The terms "Error(s)," "Problem(s)," and "Issue(s)" are used interchangeably throughout this EULA.

23. Inputs: Means any data, Prompts, or content submitted by the End User or its Authorized Users when using Bizagi AI capabilities. This definition applies to all Inputs regardless of whether the Bizagi AI capabilities were accessed through Services acquired directly from Bizagi or through a Bizagi Authorized Reseller.

24. Intellectual Property Rights: Means any legally protectable intangible assets, including but not limited to copyrights, trademarks, patents, trade secrets, and any other proprietary rights, whether registered or unregistered, that are owned or controlled by any party or a third party, where applicable. These rights remain protected regardless of whether the Services are acquired directly from Bizagi or through a Bizagi Authorized Reseller.

25. Modeler Services: Means a Service that provides a collaborative platform for global process governance and compliance, enabling teamwork for the design and definition of End User's Cloud Models, achieving participation of all stakeholders, as further described in the Platform Overview and Documentation. The features and functionality of Modeler Services remain as defined by Bizagi regardless of whether access to these services was acquired directly from Bizagi or through a Bizagi Authorized Reseller.

26. 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. The technical specifications and usage limitations of Non-Production Environments are determined by Bizagi regardless of whether they were acquired through a Bizagi Authorized Reseller or directly from Bizagi.

27. Order Form: Means a document provided by Bizagi that references this EULA and identifies the particular Services and related subscription entitlements. When Services are purchased through a Bizagi Authorized Reseller, the agreement for purchase would be between the End User and the Bizagi



Authorized Reseller according to their own terms, but the use of such Services remains subject to this EULA between Bizagi and End User. Each Order Form will specify (i) the End User's Automation BPU entitlement per Environment; (ii) the Included AI BPU entitlement; and (iii) any Additional AI BPU blocks purchased.

28. Outputs: Means the results provided by Bizagi AI after processing Inputs. All terms, conditions, and limitations regarding Outputs apply equally regardless of whether the Bizagi AI capabilities were accessed through Services acquired directly from Bizagi or through a Bizagi Authorized Reseller.

29. Performance Levels: Means the service capacity levels applicable to the Automation Service and measured in Automation BPUs. Performance Levels do not govern AI BPU capacity, which is purchased and consumed separately.

30. Premium Support: Means an additionally paid support service that complements the basic technical support included in the Basic and Premium Support Service Description. When Premium Support is purchased through a Bizagi Authorized Reseller, the commercial terms are agreed between the Bizagi Authorized Reseller and End User, but the technical support is provided by Bizagi according to Bizagi's Premium Support policies.

31. Process: Means a diagram that provides a visual overview of a workflow, depicting all the tasks, routes and relationships that are involved. The technical specifications and limitations for Processes remain consistent regardless of whether the Services were acquired through a Bizagi Authorized Reseller or directly from Bizagi.

32. Production Environment: Means the Environment that is used to run Applications for Authorized Users for production usage. The technical specifications, capabilities, and limitations of Production Environments are determined solely by Bizagi regardless of whether they were acquired through a Bizagi Authorized Reseller or directly from Bizagi.

33. Project Owner: Means the Authorized User who creates a new Bizagi Development (also known as "Project") in Studio Cloud Services. Project Owners can also "invite" users to collaborate and create new projects or remove Cloud Projects. The rights and responsibilities of Project Owners remain as defined by Bizagi regardless of whether the Services were acquired directly from Bizagi or through a Bizagi Authorized Reseller.

34. Prompt: Means any text, question, instruction, image, or other content submitted to a generative AI tool within the Bizagi AI capabilities (including AI Agents, Ask Ada, AI workers, and any future AI functionalities) for the purpose of generating a response, action, or other output. Prompts executed within Bizagi AI capabilities consume AI Tokens in accordance with End User's AI BPU entitlement.

35. Receiving Party: Means a Party or its Affiliates that receives Confidential Information from the Disclosing Party.



- 36. Scale Down:** Means an option that allows End User to reduce its subscribed capacity, including (a) the Performance Level for Automation BPUs and/or (b) AI capacity expressed in AI BPUs, at the end of any twelve (12)-month period within the Subscription Term, subject to the conditions in Section 1.d. Requests to Scale Down must be submitted through the Bizagi Authorized Reseller, subject to Bizagi's technical capabilities and policies.
- 37. Scale Up:** Means the option to increase End User's subscribed capacity, including (a) the Performance Level for Automation BPUs and/or (b) AI capacity expressed in AI BPUs, during the Subscription Term. Requests to Scale Up must be submitted through the Bizagi Authorized Reseller, subject to Bizagi's technical capabilities and policies.
- 38. Scheduled Downtime:** Means periods of Downtime related to routine updates or upgrades to the Services. With respect to upgrades to the Services, Bizagi will publish notice on its website or notify End User through the Bizagi Authorized Reseller at least ten (10) business days prior to the commencement of any such upgrades.
- 39. Security Incident:** Means a Bizagi confirmed breach of the Services' security controls that results in actual unauthorized access to, or unauthorized disclosure, alteration, or destruction of, End User Data, excluding: (i) unsuccessful attempts to breach security controls; (ii) security events that are blocked or prevented by security controls; (iii) incidents affecting only metadata, anonymized data, or system logs that do not contain End User Data; and (iv) Personal Data or Data Breaches governed by the applicable Data Processing Agreement or Data Privacy Agreement, in which case the notice and cooperation obligations in that agreement shall exclusively apply.
- 40. Services:** Means the cloud-based services provided by Bizagi via remote access, as described in the Bizagi Cloud Services Platform Overview, and specifically identified in the applicable Order Form between Bizagi and the Bizagi Authorized Reseller relating to End User's subscription. The Services enable End User and its IT teams to create, customize, deploy, and manage internal and client-facing Applications and Processes. They include tools, resources, and platform functionalities for Application development and process modeling, all supported by infrastructure maintained automatically and remotely by Bizagi. Bizagi remains the provider and retains full control over the technical architecture and service delivery.
- 41. Step:** Means any shape in a process diagram, except for the start shapes that do not use a start form and all end shapes. The definition and counting of Steps remain consistent regardless of whether the Services were acquired directly from Bizagi or through a Bizagi Authorized Reseller.
- 42. Studio Cloud Services:** Means a collaborative platform enabling teamwork for End User to build its Bizagi Developments (projects) as further described in the Platform Overview and Documentation. The features and functionality of Studio Cloud Services remain as defined by Bizagi regardless of whether access to these services was acquired directly from Bizagi or through a Bizagi Authorized Reseller.
- 43. Subscription Term:** Means the specific period during which End User is authorized to use the Services as specified in the applicable Order Form relating to End User's subscription.



- 44. Support Ticket:** Means a support request submitted to the Bizagi Support Center related to an Error.
- 45. Testing Environment:** Means a Non-Production Environment that is used to conduct user-acceptance tests of the Applications for non-production usage. The technical specifications and limitations of Testing Environments are determined solely by Bizagi regardless of whether they were acquired through a Bizagi Authorized Reseller or directly from Bizagi.
- 46. Version Release:** Means a new subsequent release of the Services which significantly enhances the 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. Version Releases are made available to all End Users according to Bizagi's release schedule regardless of whether the Services were acquired directly from Bizagi or through a Bizagi Authorized Reseller.
- 47. Workaround:** Means a method or technique to temporarily overcome an Error in order to restore End User's use of the Services.

Schedule 1 – Bizagi Cloud Services Platform Overview

Our Platform:

Provides an End-to-End Process Automation Solution powered by AI and Low-Code Apps. Through our Cloud Services Platform, our customers can easily design and deploy solutions to enhance their processes and modernize their operations thanks to the combination of artificial intelligence and low-code methodology. This means that our customers can rapidly and effectively design and deploy process automation solutions, even without in-depth coding knowledge.

Features a service-oriented architecture that is specifically designed and built for the Cloud. By implementing a highly modular structure based on a service-oriented architecture, the Cloud Services are independently implemented, supported, and easy to upgrade. This design leverages modern services that enhance security, reliability, and scalability.

Has been designed with security as its top priority, using technologies that provide an isolated environment for each customer, delivering a virtual private cloud where customer data remains separate and is not commingled with data from other customers. The Bizagi Cloud Services platform includes security controls and characteristics that ensure the integrity, confidentiality, and availability of the data.

Bizagi Cloud Platform:

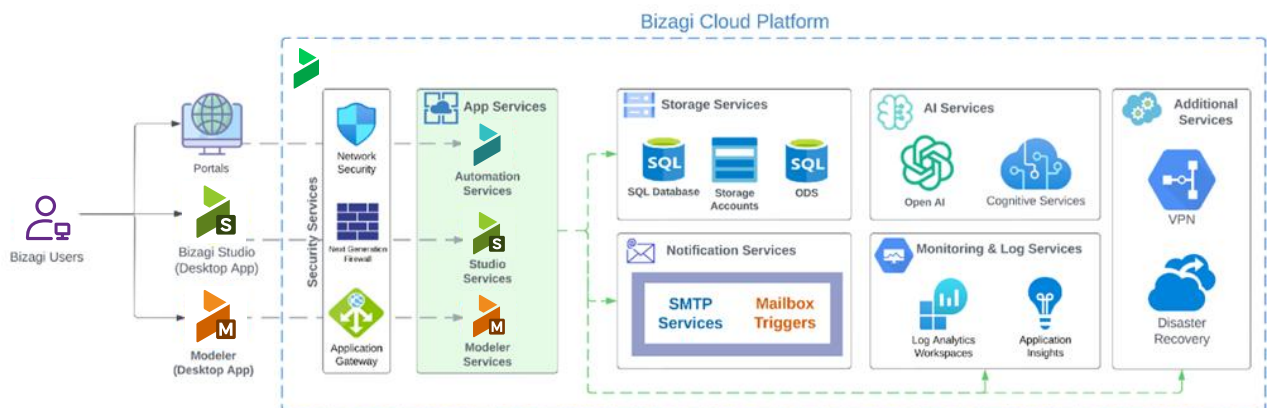





Figure 1 Architecture of all services included in the platform.

Service Description:

Product Name	 Modeler Services	 Studio Cloud Services	 Automation Service
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 and configure the automation in Studio. Studio Cloud Services allows you and your team to collaborate and create Applications in the cloud, from anywhere in the world. AI functionality configurations are performed in Studio and can later be executed in testing, development, and production environments.</p>	<p>Once your applications are built and configured in Studio — including all AI functionality configurations— they can be deployed to your Automation Services environment. Automation Services enables execution of applications in Testing, Development, Production, or non-production cloud environment through a secure, cloud-based runtime. Deployed applications run through a web-based portal accessible from browser or mobile device. The platform executes all configured logic, including AI capabilities defined in Studio, allowing you to operate and scale automations end to end.</p>
License Model	User-Based	Hybrid. (User-Based access with Usage-Based capacity for the Development Environment).	Usage Based (BPU), 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 subscription.</p> <p>The Development Environment is User-Based for access purposes and includes a limited amount of Automation BPUs for development use, as specified in the applicable Order Form.</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 Production, Test, and Development Environments included in the bundle. <p>For each Environment, you will be entitled to use up to the number of BPUs identified in the Order Form.</p>

		Consumption above the included Automation BPUs may be subject to additional charges in accordance with this Agreement.	
	<ul style="list-style-type: none"> • The Process Automation Bundle 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 Bundle are offered exclusively as a software package and are not sold separately. Accordingly, non-use of any component within the Bundle does not constitute a breach of contract and may not be grounds for requesting partial refunds. • Each bundle includes a baseline amount of AI capacity (expressed in AI BPUs), as specified in the Order Form. If the Customer's AI Token consumption exceeds the included AI BPU allocation, additional AI BPUs blocks may be purchased as add on capacity. • AI BPU consumption is consolidated at the subscription level across all Customer Environments (Development, Testing, Staging, and Production). Automation BPU consumption is measured per Environment based on the Steps executed. 		
Types of Environments¹	Not applicable	Development Environment	Production, Testing, and other Non-Production Environments.

Description of Additional Services

If you purchase the following additional services, then additional Subscription Fees apply. Certain Additional Services may also be subject to supplemental terms. When applicable, such supplemental terms will be incorporated in the Order Form.

Service	Description
Additional packages of Authorized Users	For Studio Cloud Services, you may purchase additional packages of Authorized Users if needed.

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

<p>Additional Environments / Additional Projects</p>	<p>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).</p>
<p>Disaster Recovery for Automation Service</p>	<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.
<p>Enhanced Availability</p>	<p>This feature provides a 99.99% SLA exclusively for Production Environments, ensuring advanced resilience and fault tolerance. Enhanced Availability utilizes Azure's robust infrastructure, including zone redundancy for distributed workloads and automated failover management, to maintain high operational continuity and minimize service disruptions.</p> <p>Enhanced Availability is included at no additional cost for Production Environments with single projects, in subscriptions that include Additional Projects with 500 BPUs or more per project. For subscriptions with fewer than 500 BPUs, this feature is available for an additional fee.</p>
<p>Professional Services</p>	<p>Any professional implementation, configuration, training, or other consulting services provided by Bizagi or its Affiliates are not part of the Cloud Services Platform Subscription Fee and will be governed by a separate professional services agreement or additional service order(s).</p>

Upgrade Validation Environment (Development / Testing)	Upgrade Validation Environments are optional, non-production add-on environments that may be purchased when the End User requires a separate space for development, testing, training, validation, or product-upgrade activities. Upgrade Validation Environments are isolated from the Production Environment, are not covered by any availability commitments, and must not be used for live operations or for processing production, personal, or sensitive data.
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You can find out more technical details about each of the Cloud Services and Optional Services in the [Documentation](#).

The use of AI capabilities is subject to [Bizagi's AI Acceptable Use Policy for Clients \("AUP"\)](#) and Azure OpenAI Service Terms as outlined in Section 1, a. of the EULA.