Bizagi Master Cloud Services Agreement

For your convenience while you review this Agreement, we have created a document addressing frequently asked questions ("FAQs") that you can view here. The FAQs do not form part of the Agreement and are for informational purposes only.

Key Terms

	Who is the Customer? The legal entity identified as the customer in the Order Form, (referred to together as "you", "your", or "Customer" throughout this Agreement)
	Who is the Bizagi contracting entity? The Bizagi legal entity identified in the Order Form (referred to as "Bizagi", "we", "our, or "us" throughout this Agreement"). If you are Contracting with Bizagi Limited or Bizagi Deutschland, then please closely review the terms of "Country Specific Terms" located at Exhibit 9 supplement.
	What is the effective date of this Agreement? The effective date of this Agreement is the same as the Order Form Effective Date set forth in the initial Order Form that references this Agreement. Separately, the date that the Subscription Term begins for particular products or services will be shown on the applicable Order Form.
	What products and services are covered by this Agreement? This agreement covers your purchase of specific Cloud Services, including **Automation Services, Modeler Services, and Studio Cloud Services**. The specific Cloud Services that your company is purchasing are set forth on the Order Form, which forms an integral part of this agreement. More information about the products can be found in the Platform Overview located at Exhibit 1.
	What is the term of this Agreement? This Agreement begins on the Effective Date and will remain in effect until terminated as permitted under the Agreement. We will provide you with access to the Cloud Services and Maintenance and Support services under this Agreement during the specific Subscription Term identified in the applicable Order Form and during any Renewal Terms.

	What is the currency and payment term for subscription fees due under this Agreement?
	1) All Subscription Fees under this Agreement are expressed in the currency identified in the Order Form.
	2) You are required to pay all Subscription Fees due under this Agreement within 30 calendar days of the date of the applicable invoice.
	How and where must formal notifications be sent?
	If either party is required or permitted to send notices under this Agreement, they can do it by delivering it (i) in person, (ii) by mail with return receipt requested (effective 2 business days after mailing), or (iii) by email, provided that the party sending the notice receives an email verifying that it was received.
	Notices should be sent to the addresses listed below:
	For Bizagi: **Address:** 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102 **Email Address:** legaloperations@bizagi.com **Attn:** Legal Department / Phone Number: +1 (202) 599 1156
	For Customer: **Address:** Customer's address shown in the Order Form. **Email Address:** Any Customer email address shown in the Order Form **Attn:** Customer Contact Phone Number: Customer phone in Order Form
	What documents are incorporated into this Agreement and where can you find them?
	1. Key Terms 2. Bizagi Cloud Services Platform Overview (Exhibit 1) 3. Payment and Fees (Exhibit 2) 4. Terms of Use of the Cloud Services (Exhibit 3) 5. Form of Order Form (Exhibit 4) 6. Definitions (Exhibit 5) 7. Service Level Description (Exhibit 6) 8. Country Specific Terms (Exhibit 7) 9. Cloud Maintenance and Premium Support 10. Bizagi Technical and Organizational Security Measures

Exhibit 1

Bizagi Cloud Services Platform Overview

Our Cloud Services Platform:

1. 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.

2. 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.

3. 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.
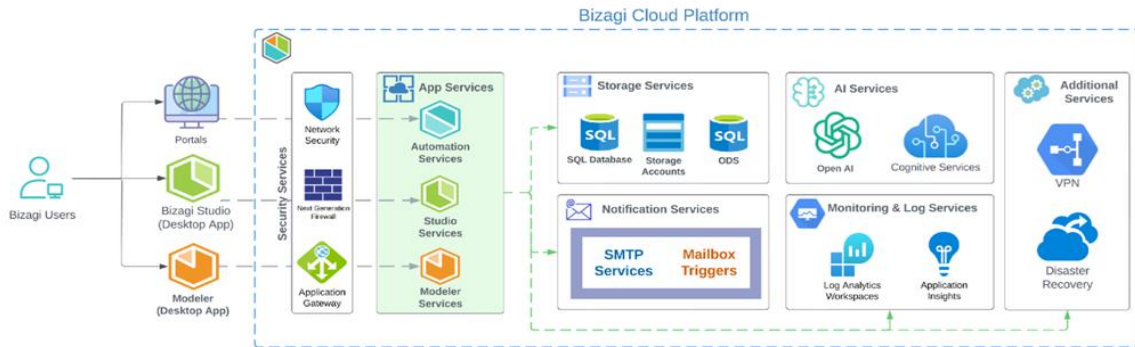
Bizagi Cloud Platform

Figure 1 Architecture of all services included in the platform.

Service Description

Service	Modeler Services	Studio Cloud Services	Automation Service
Description	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).	After modeling the Process, the next step is to build, or automate, the Process. Automating involves converting Process activities into Applications. Studio Cloud Services allows you and your team to collaborate and create Applications in the cloud, from anywhere in the world.	Once your applications are built, they can be deployed to our Automation Service in a Testing, Production, or non-production cloud environment. Bizagi presents deployed applications in a web-based portal that you access through a browser or mobile device. Bizagi integrates advanced AI capabilities that enable you to unlock the full power of automation with AI. AI Agents and the AI assistant Ask Ada are focused on delivering value to the business.
License Model	User-Based.	User-Based.	Usage Based (BPU), there is no limit on the number of Authorized Users.

What is included in the Process Automation Bundle?	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	You will receive a fixed package of Authorized Users which will be specified on the Order Form, and 1 Development Environment with your initial subscription.	• 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. For each Environment, you will be entitled to use up to the number of BPUs identified in the Order Form.
	The Automation Package is designed to provide a comprehensive suite of tools and services, ensuring optimal integration and functionality between all included components. The components included in this package are offered exclusively as a software package and are not sold separately. Accordingly, non-use of any component within the package does not constitute a breach of contract and may not be grounds for requesting partial refunds.		
Types of Environments[1]	Not applicable.	Development Environment.	Production, Testing, and other Non-Production Environments.

---

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

Description of Additional Services

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

Service	Description
Additional packages of Authorized Users	For Studio Cloud Services, you may purchase additional packages of Authorized Users if needed.
Additional Environments / Additional Projects	You may purchase additional Testing Environments, Production Environments, other Non-Production Environments, and Development Environments. If you have created multiple Bizagi Developments (projects), you must purchase a unique Additional Project for each Bizagi Development (project).
Disaster Recovery for Automation Service	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. Bizagi uses a paired region to provision the secondary site. The paired region is at least 300 miles from the primary site. There are two options for Disaster Recovery: 1) Database Only • 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 • The Database Recovery Point Objective (RPO) is 5 minutes and the File Storage RPO is 15 minutes. • Complete environment Recovery Time Objective (RTO) is 3 hours.

You can find out more technical details about each of the Cloud Services and Optional Services in the **Documentation**.

Exhibit 2
Fees and Payment

In a Nutshell: We understand the importance of accountability with respect to your budgets and how your money is spent, so in this Exhibit you will find the terms and conditions associated with Subscription Fees, when and how payments are due, taxes, and what happens when you need to increase or decrease your use of our Cloud Services.

1. Subscription Fees, Invoicing, and Payment

In exchange for your right to access and use the Cloud Services, you must pay a Subscription Fee, which will be identified on the Order Form. After the Order Form is signed, we will invoice you the Subscription Fee which you agree to pay within the payment term shown in the Key Terms and Conditions, unless a different term applies according to the Order Form.

2. Renewal Subscription Fees

Before a Renewal Term starts, we will send you a renewal notice showing the Subscription Fees applicable to the Renewal Term.

3. Timing For Providing Additional Documents

If your internal process requires that you issue a purchase order, that a purchase order number must be included on the invoice, or that we must complete a vendor registration form or other document, that requirement does not affect or delay your obligation to pay the Subscription Fees when they are due.

If you need us to include a purchase order number on the invoice, or that we complete a vendor registration form or other document, then you must provide the purchase order and any other required documents within:

a) 5 days of the date that the Order Form is signed; and
b) 30 days prior to each invoice date shown on the Order Form for subsequent years of the Subscription Term if the initial purchase order does not cover the Subscription Fees for the entire Subscription Term.

4. Taxes / No Refunds

Our Subscription Fees:

a) do not include any sales, value-added, or other similar taxes. We will include those taxes on the invoice, and you agree to pay them along with the Subscription Fees.

b) are the full amount that you are required to pay us without any deduction or withholding. If you are required to withhold any taxes, you are required to pay us the full amount of Subscription Fees included in the Order Form as if there had been no withholding; and

c) are not refundable and cannot be cancelled, except as permitted under Sections 3(C) and 4(B) of Exhibit 3.

5. Interest and Suspension of Services for Lack of Payment

If you do not pay the Subscription Fees when they are due, we may suspend your access to the Cloud Services until payment is made. Before we suspend your access for lack of payment, we will send you a notice specifying:

a) the date the suspension will begin, and
b) any steps that you must take to avoid the suspension.

We also have the right to charge interest on any past due amounts equal to the lesser of 1.5% or the maximum amount permitted by applicable law.

6. Scale Up for Automation Service

If you need to increase your usage of Automation Service during the Subscription Term:

a) You may request to scale up to a higher Performance Level for any of your Environments by creating a Support Ticket in the Bizagi Support Center. If you select this option, we will work with you to determine the appropriate Performance Level and additional Subscription Fees, and we will process the scale up as soon as possible, generally within 10 business days.
b) If you scale up to a higher Performance Level your ODS environment and Disaster Recovery Service Environments, if any, will also be adjusted to the corresponding level subject to additional Subscription Fees.

In each of the above options, once the change goes into effect, we will invoice you, and you will be required to pay, the prorated Subscription Fees for the Performance Level, as applicable, meaning we will only charge you for the remaining number of days of the current annual period of the Subscription Term.

7. Automatic Scale Up for Automation Services

We will provide a report each month during the Subscription Term to show your BPU consumption during the previous month (a "BPU Report").

If a BPU Report shows that you have used more BPUs than you were permitted for 2 months in a row, and you do not scale up to a higher Performance Level following the process shown in Section 6 above during that 2-month period, we will notify you and automatically scale you up to the appropriate Performance Level.

We will determine the appropriate Performance Level based on your average BPU usage during the previous 2-month period. Once the change goes into effect, we will

invoice you, and you will be required to pay, the prorated Subscription Fees for the higher Performance Level (that is, we will only charge you for the remaining number of days of the current annual period of the Subscription Term). If you are scaled up to a higher Performance Level under this Section, your ODS instance and Disaster Recovery Service Environments, if any, will also be adjusted to the corresponding level subject to additional Subscription Fees.

8. Scale Down for Automation Service Upon Renewal

If you determine that you need less BPUs in a subsequent 12-month term and, as long as there are no technical limitations, then you may request to Scale Down to a lower Performance Level. The Scale Down would then go into effect at the beginning of the next 12-month term.

Exhibit 3
Terms of Use of the Services
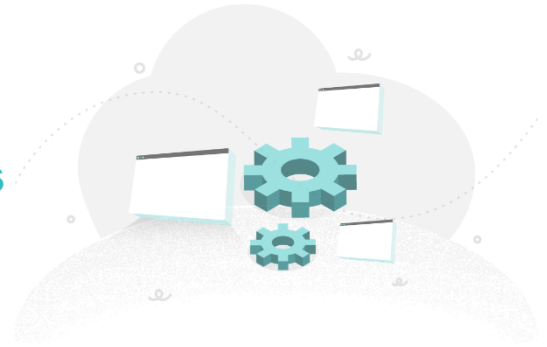
In a Nutshell: In this Exhibit, you will find additional legal terms and conditions that apply to your right to access and use the Cloud Services you are purchasing, such as our warranties that provide you with assurance of the quality and functionality of the Cloud Services. You will also find the limitations of liability, confidentiality, and data protection, all of which protect both parties. Finally, this Exhibit includes additional general provisions relating to governing law, jurisdiction, and more that ensure that our contractual relationship, including both parties' rights and obligations are clear. These terms will provide clarity as you embark on a collaborative and trustworthy journey with us, leveraging the power of the cloud to enhance your business operations.

1. Your Right to Access and Use the Cloud Services

A. We will make the Cloud Services available to you during the Subscription Term shown on the Order Form so that you may access and use the Cloud Services on a non-exclusive, worldwide basis, and only for your internal business purposes, subject to any usage limits described in the Order Form.

B. We own all Intellectual Property Rights in and to the Cloud Services and Documentation, including any derivative works that are subsequently created. Your rights to use and access the Cloud Services are limited to those that are specifically granted to you under this Agreement.

2. Limitations on Your Right to Access and Use the Cloud Services

A. By signing this Agreement, you agree that your right to access and use the Cloud Services does not include any of the following, unless we have specifically authorized it in writing:

   i. Use of the Cloud 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.
   ii. Making any attempts to gain access to the underlying source code of the Cloud Services.
   iii. Allowing any third party, other than your Authorized Users, to access or use the Cloud Services.
   iv. Using the Cloud Services to store or transmit any material that infringes on the right of a third-party or which is otherwise unlawful.

	v. Creating derivative works of the Cloud Services or Documentation or any of their individual components. vi. Performing by yourself or through a third-party or disclosing the results of any benchmark, performance, penetration, or other similar test or analysis. vii. Copying or modifying any feature, function, user interface, component, or element (including software elements) of the Cloud Services.

3. Availability and Performance of the Cloud Services

A. During the Subscription Term, we will make the Cloud Services available to you as indicated in our Service Level Description.

B. We warrant that the Cloud Services will function in all material respects as described in the Documentation. We do not guarantee that your access to or use of the Cloud Services will be uninterrupted, or that the Cloud Services will be free from any defects or errors. If you encounter a defect or error, you may create a Support Ticket and we will address it in the manner described in our Cloud Maintenance and Premium Support service description. (Please refer to Exhibit 6.)

C. If the Cloud Services do not comply with the warranty described in Section 6(B), your exclusive remedy and our only obligation will be to correct the errors or defects that caused the breach in accordance with the Cloud Maintenance and Premium Support Description. If we inform you that we will not able to correct the error within a reasonable period after you notify us of the error after making reasonable efforts, and the error materially affects your ability to access and use the Cloud Services, you may terminate the Order Form and a request a refund of a pro-rated portion of the Subscription Fee that you have pre-paid to Bizagi for the period following the effective date of termination.

D. The warranties in this Section 3 do not apply to any services offered on a beta or trial basis. Further, we specifically disclaim all other warranties that are not included in this Agreement, including any express, implied, statutory, or other warranties. These include, for example, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

4. Renewal and Termination

A. The Subscription Term is the period during which you will be able to access and use the Cloud Services and will be indicated on the Order Form. After the initial Subscription Term has expired, it will renew automatically unless you inform us in writing, at least 45 days before the initial Subscription Term ends, that you do not want to proceed with the renewal. For your convenience, we will attempt to send you a renewal notice (via email) at least 60 days prior to the end of your then-current Subscription Term.

B. The Subscription Term represents your minimum commitment to pay for and receive access to the Cloud Services. This means that you may not cancel your subscription before the Subscription Term has ended unless we have failed to fulfill any material obligation under this Agreement. If that happens, you must provide us with written notice explaining details of the failure, and we will then have a 30-day period to correct it. After the 30-day period has expired, unless we both agree to extend the cure period, if we have not corrected the failure, your subscription to the Cloud Services will terminate and we will refund you the Subscription Fees paid for the period following the effective date of termination.

C. We may cancel your subscription before the Subscription Term has ended if you fail to fulfill your obligations under this Agreement and fail to correct such failures within 30 days after we have informed you in writing. If we cancel your subscription as stated in this paragraph, you will still be required to pay the Subscription Fees that are due through the end of the Subscription Term.

D. At any time when there are no Order Forms currently in effect, either Party may terminate this Agreement for any or no reason by providing 30 days advance written notice to the other Party.

E. If your subscription ends for any reason, you will be given access to the Cloud Services to download any Customer Data that you have uploaded to the Cloud Services for the periods shown in the table below.

Cloud Service	Automation Service	Studio Cloud Services	Modeler Services
Retrieval Period	60 Days	15 Days	15 Days

5. Customer Data, Security and Privacy

A. You own and retain all right, title, and interest in and to your Customer Data, including any Applications and Processes that you develop using the Cloud Services. During the Subscription Term, you agree to allow us to use the Customer Data for the purpose of fulfilling our obligations under this Agreement. You also agree that we may transfer your Customer Data to our Affiliates that need to use it to perform Services under this Agreement.

B. If consent is required from a third-party for you to use the Customer Data, or to allow us or our Affiliates to use the Customer Data, you are solely responsible for obtaining such consent.

C. You are solely responsible for enforcing your Authorized Users' compliance with any confidentiality obligations that they have to you with respect to the Customer Data that any Authorized Users uploads to the Cloud Services. For example, in Studio Cloud Services, a Project Owner (who are in all cases Authorized Users) can view, share, publish, or otherwise disseminate any Customer Data to a third-party, and Bizagi is not responsible for ensuring that they have the legal right to do so.

D. If the Customer Data will include personal data of residents of the European Union or the United Kingdom, you will be the data controller and we will be the data processor and we will process such data as described in our data protection agreement which you may view at the link included in the Country Specific Terms.

E. Bizagi has implemented a robust and comprehensive security program based on ISO-27001 standards and has achieved ISO-27001 certification. The specific controls that we have implemented are explained in further detail in Exhibit 8's Technical and Organizational Security Measures.

6. Confidentiality

A. If either Party shares information with the other Party that is either: marked as **"sensitive"** or **"confidential"**; or that a reasonable person would understand to be sensitive or confidential, (collectively, "Confidential Information"), the Party receiving the Confidential Information ("Disclosing Party") will:

    i.   use it only for the purpose of fulfilling its obligations under this Agreement;

    ii.   protect the other Party's Confidential Information in the same way that it would protect its own, always providing at least a reasonable level of protection; and

    iii.   only reveal the Confidential Information to its employees, contractors, attorneys, and financial advisors who have a legitimate need to know it.

B. The following categories of information are not considered Confidential Information:

    i.   Information that the Receiving Party has received or receives from a third-party before or after it is disclosed to it by the Disclosing Party, if the third-party was under no obligation not to disclose it.

    ii.   Information that the Receiving Party already knew before it was disclosed to it by the Disclosing Party.

    iii.   Information that the Receiving Party developed on its own without using or referencing the Confidential Information of the Disclosing Party.

    iv.   Information that is or becomes generally known to the public without a breach of the Receiving Party's obligations under this Agreement.

C. If the Receiving Party is required by law the disclose any Confidential Information and, if permitted by applicable law, the Receiving Party will take the following actions before disclosing any Confidential Information:

    i.   Notify the Disclosing Party in writing of the requirement so that the Disclosing Party may seek a protective order or other remedy or waive its rights under this Section 6.

    ii.   Provide reasonable assistance to the Disclosing Party in opposing the disclosure or seeking a protective order or other limitations on the disclosure.

If the Receiving Party is still required to disclose the Confidential Information after taking the steps described above, then the Receiving Party will only disclose the portion of the Confidential Information that it is legally required to disclose.

D. The obligations described in this Section 6 will survive the termination of expiration of this Agreement for a period of 5 years, unless the relevant Confidential Information is a trade secret under applicable law, in which case the obligations under this Section 6 will survive for as long as the Confidential Information remains a trade secret under applicable law.

7. Intellectual Property and Indemnification

A. We own and retain all right, title, and interest, and all Intellectual Property Rights in and to the Cloud Services and Documentation and any derivatives of the same. The only rights that you have to the Cloud Services and Documentation are those that we have granted you specifically under this Agreement.

B. If you provide us with any suggestion, recommendation, correction or other feedback regarding the Cloud Services ("Feedback") or the Documentation, we own all Intellectual Property Rights in the Feedback.

C. You agree to defend us against, and indemnify us for any related costs of, any claim, damages, obligations, losses, liabilities, costs and expenses (including reasonable

attorney's fees), demand, suit or proceeding that arises out of a claim brought against us by a third-party alleging that the Customer Data or Applications infringe or misappropriate the third-party's Intellectual Property Right(s).

D. Except for the situations described in Section 7(E), we agree to defend you against, and indemnify you for, any claims, damages, obligations, losses, liabilities, costs and expense (including reasonable attorney's fees) demand, suit, or proceeding, that arises out of a claim brought against you by a third-party alleging that the Cloud Services, when used in accordance with this Agreement and the Documentation, infringe the third-party's Intellectual Property Right.

E. Our obligations in Section 7(D) will not apply if the relevant third-party claim is the result of any of the following:
   i. Any modification, alteration, or enhancement to the Cloud Services by anyone other than us.
   ii. Your use of the Cloud Services in any manner for which they are not designed, or not otherwise contemplated by the Documentation.
   iii. The combination, operation, or use of the Cloud Services in combination with any equipment, software, data, or documentation not approved by us.
   iv. Your continued use of the Cloud Services after we have informed you of a potential infringement and provided you with modifications (at no additional cost) that would have avoided the infringement.

F. If a claim described in Section 7(D) arises or if we believe such a claim is likely to arise, we may decide to take any of the following actions:
   i. Modify the applicable portion of the Cloud Services so that it does not infringe on the third-party's Intellectual Property Right(s).
   ii. Replace the infringing portion of the Cloud Services with material that is non-infringing.
   iii. Obtain for you the right to continue using the Cloud Services.
   iv. Remove the infringing portion of the Cloud Services if we can do so without any material decrease in functionality of the Cloud Services.

G. The party that is seeking to enforce its rights to be defended and indemnified under this Section 7 must:
   i. Promptly notify the indemnifying Party in writing after it becomes aware of the claim or potential claim.
   ii. Provide assistance to the indemnifying Party, at the indemnifying Party's cost and expense, in the defense or settlement of the matter.
   iii. Acknowledge and accept that the indemnifying Party has sole discretion and control over the claims in adjudication or settlement, so long as the indemnified Party's rights are not affected. For avoidance of doubt, the indemnified Party shall be notified and have reasonable opportunity to consent to terms of settlement, otherwise bearing the costs of a separate settlement or adjudication process.

8. Limitation of Liability

A. Other than liability for (i) either Party's breach of their respective obligations of confidentiality and indemnification, (ii) liabilities that by law cannot be limited, and (iii) your breach of Section 2, each Party's liability to the other under this agreement for any direct damages is limited to the Subscription Fees that you have paid in the 12 months immediately before the claim arose.

B. Neither Party will be liable to the other under any circumstances for any indirect, consequential, special, or punitive damages. For example, this includes, at a minimum, damages related to the loss of data, revenue, profits, and interruption of business.

C. We will not be liable to you for any damages in any way related to any Cloud Services provided to you on a beta or trial basis, or that are otherwise provided at no cost to you.

D. With respect to either Party's breach of their Confidentiality obligations, each Party's liability will be limited to 3x the Subscription Fees that you have paid in the 12 months immediately before the claim arose.

9. Governing Law and Jurisdiction

A. The laws of the state of Delaware govern this Agreement, including any disputes or claims of any kind arising from it. This applies even if conflicts of laws principles would apply the laws of another jurisdiction.

B. Each Party agrees to submit to the exclusive jurisdiction of the courts of the state of Delaware to settle or adjudicate any dispute related to this Agreement.

C. Nothing in the above governing law and jurisdiction provision prevents us from bringing a claim in any place with proper jurisdiction for the purpose of enforcing your payment obligations under this Agreement. For clarity, proper jurisdiction means any jurisdiction that meets any of the following criteria:
  i.   Jurisdiction agreed between the Parties in the governing law and jurisdiction provision.
  ii. Jurisdiction of any court where we have a right to bring a claim under applicable law; and
  iii. Jurisdiction in your country or state of residence.

10. Entire Agreement

A. The terms and conditions and all attached exhibits and schedules included in this Agreement are the complete and final agreement between the Parties and supersede any other terms and conditions or agreements related to the Cloud Services that we entered with you before the effective date of this agreement.

11. Exclusion of Additional Terms and Conditions

A. While you may issue a purchase order or a similar document to confirm any Order Form signed under this Agreement, you explicitly agree and confirm that no terms and conditions contained in that document will be binding upon Bizagi even if the date mentioned in the document is after the Effective Date of this Agreement or any Order Form, and even if we have not expressly rejected those terms.

12. Changes to the Agreement

A. If is necessary to change any part of this agreement, the Parties will need to sign an amendment that specifies which parts of the Agreement are being changed. Verbal changes or written changes must be signed by authorized representatives of the Parties to be valid.

13. Assignment

A. We may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition, other transfer of all or substantially all of our assets, or any other change of Control including those resulting from a sale of a majority ownership or changes in voting power.

B. Other than our limited right to assign described above, any other attempted assignments by either Party without the written consent of the other will be void

14. Waiver

A. If either party waives any of its rights or the other Party's obligations under this Agreement, that does not mean that any other right or obligation is waived. Any such waivers need to be in a writing signed by both Parties.

15. Marketing

A. We may list your company name and logo (a) on our website to indicate that you are a customer, and (b) in other lists of our customers.

B. You also agree to participate in a case study showing how you have used and benefitted from our Cloud Services, subject to your approval of the final case study prior to publication.

16. No 3rd Party Beneficiaries and Relationship of the Parties

A. Other than our Affiliates, there are no third-party beneficiaries of this Agreement.

B. The parties involved in this Agreement are considered independent contractors. This means that there is no agency, partnership, joint venture, employment, or franchise relationship between them. Neither party has the power to make binding decisions or obligations on behalf of the other party. Essentially, each Party is responsible for their own actions and obligations, and they are not legally tied or obligated to one another in any way beyond the terms of the Agreement.

17. Export

A. The export laws and regulations of the United States of America, and any other applicable local export laws and regulations ("Export Laws") apply to the Cloud Services. You agree that the Export Laws apply to your use of the Cloud Services and that you will comply with them. Specifically, you agree not to export, directly or indirectly, any Customer Data, Applications, or Processes that result from your use of the Cloud Services in violation of the Export Laws nor will you use them for any purpose prohibited by the Export Laws, including for the purpose of nuclear, chemical, or biological weapons proliferation, or the development of missile technology.

18. Force Majeure

A. Neither Party will be held responsible if they fail to fulfill their obligations due to unforeseeable circumstances beyond their control. These circumstances include acts of war, sabotage, natural disasters, pandemics, government restrictions, or any other event that is not within the reasonable control of the party affected.

B. If such a situation arises, the party experiencing the force majeure event must notify the other party in writing as soon as possible, make reasonable efforts to minimize the impact of the event, and resume their obligations.

C. This clause does not exempt you from paying for the Cloud Services provided if we are able to deliver those Cloud Services.

19. Survival

A. Any terms of this Agreement that by their nature are intended to survive expiration or termination of this Agreement, including any terms related to confidential information, intellectual property, limitation of liability, and indemnification, will continue to apply even after the Agreement expires or is terminated.

20. Severability

A. If any term of this Agreement is held by a court that has jurisdiction to be unenforceable or invalid, the term will be enforced to the maximum extent permitted. No other terms will be affected by the unenforceability of another and will continue to be valid.

21. Signatures

A. Original signatures, or signatures made by electronic means (electronic signatures), are true and valid signatures for purposes of this Agreement.

B. If the parties sign the same version of the Agreement separately, the two separately signed documents will be considered a single, enforceable agreement.

Exhibit 9
Form of Order Form

Billing Currency		Payment Terms	

Opportunity ID		Quote Date	
Term (months)			

Company Name	Country	State/Province
City	Address	ZIP/Postal Code
TAX ID Number:	Website:	

Customer Contact	This contact is designated as the Customer's main point of contact.
Name:	Title:
Phone:	Email:

Contact	Contact Role	Title	Description	Phone	Email
	Accounts Payable		This contact will be responsible for completing payments, processing and reconciling invoices		
	End User Technical Contact		This person is to be contacted regarding cloud environments configurations (delivery of environments, authentication setup, email service, VPN).		
	End User Billing Contact		This contact will be responsible for all billing matters, and all billing request to Bizagi must be submitted by this person		

Product Description

Item	SKU	Permitted BPUs	Product	Quantity	Term Start Date	Term End Date	Unit Subscription Fee	Subscription Fee
P-1								
P-2							Total Subscription Fee	

Item	Environment	Product URL	Data Center Region
P-1			
P-2			

Bundle Description Bizagi PaaS 480 BPU-Annual Bundle (40 BPUs + Standard Support)	Environment	Number of BPUs

Invoicing Schedule

Invoice	Invoice Date	Term Start Date	Term End Date	Invoice Amount*
1				
		Total		

*Such amounts are excluded of VAT/Sales Tax/IVA/Withholding tax

If Customer's internal procurement process requires a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve, affect, or delay Customer's obligation to pay any amounts due hereunder. In such a case, the Customer must provide Bizagi with the purchase order or applicable document (a) within five (5) days of the Customer's signature of this Order Form, and (b) at least thirty (30) days prior to each invoice date identified in the Order Form for each subsequent year during the Term.

Terms and Conditions:

Exhibit 5
Definitions

Term	Definition
Additional Project	An Additional Project consists of a Production Environment, Testing Environment, and Development Environment that may be purchased, in addition to the initial process automation bundle, for the Subscription Fees indicated in the applicable Order Form. An Additional Project also includes one instance of ODS for each Environment included in the Additional Project.
Affiliate	An Affiliate is any entity that, with respect to a Party to the Agreement, controls, is controlled by, or is under common control with such Party, either directly or indirectly, by share ownership, contract or otherwise. For purposes of this definition, the term "control" and correlative terms mean ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a Party controls or the power to direct or cause the direction of the management and policies of an entity.
Applicable Monthly Subscription Fees	The total Subscription Fee actually paid by the Customer for the Cloud Services that are applied to the month in which a Service Credit is owed. This is determined by taking the Subscription Fees for the applicable annual period, and dividing it by 12
Applications	Applications to automate Processes that are developed by Authorized Users using Studio Cloud Services.
Authorized Users	Authorized User(s) means the employees, consultants, agents, contractors, and third parties who are authorized by you to use the Services in accordance with this Agreement and in furtherance of your internal business purposes. Authorized User access control may be integrated with your own user authentication system or it can be managed by you using our authentication system.
Automation Service	Automation Service means a subscription-based platform consisting of that is made available online by Bizagi, as further described in the Platform Overview and Documentation.

Bizagi Cloud Maintenance	Bizagi Cloud Maintenance has the meaning given to it in the Cloud Maintenance and Premium Support Description.
Bizagi Development	Bizagi Development (which is also commonly referred to as a 'project' in Studio Cloud Services) is a collection of Applications that are contained in a Development Environment and is created in Studio Cloud Services. A Bizagi Development consists of the following elements: Applications, Processes, data models, business rules, and users (Personas, Case Workers, Knowledge Workers, and Managers), that interact with modern business applications.
Bizagi Performance Units (BPUs)	A BPU is a unit that measures the performance (processing capacity) of an Automation Service environment. One BPU may be consumed with any combination of the following metrics: • 10,000 Steps per month. • 2,500 Prompts used per month. **Example:** 1,250 Prompts is the equivalent of 0.5 BPUs based on Prompts, and 5,000 Steps is the equivalent of 0.5 BPUs based on Steps. Therefore, if you use 1,250 Prompts and 5,000 Steps in one month, you will have consumed 1 BPU total. Depending on the Customer's own specific configuration and / or elective use of Applications and Processes, additional BPU may be consumed with additional conversion metrics other than those set forth above.
Bizagi Support Center	Bizagi Support Center means our secure support site used by customers to submit Support Tickets and report Errors or Problems related to Cloud Services.
Cloud Model	Cloud Model means online processes that you create using Modeler Services.
Confidential Information	Confidential Information refers to 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.
Control	Control is defined by ownership, either directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a Party controls or the power to direct or cause the direction of the management and policies of an entity.
Designated Support Contact	Designated Support Contact refers to the individual(s) that you designate who will be authorized to submit Support Tickets to the Bizagi Support Center.
Development Environment	Development Environment is a Studio Cloud Services Environment that you use to develop your Applications.

Disclosing Party	A Party or its Affiliates that discloses Confidential Information to the Receiving Party.
Documentation	Documentation as used in Bizagi terms refers to the user manuals, operating manuals, technical manuals and other instructions, specifications, documents or materials, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical components, features or requirements, of the Cloud Services, which are available at **http://help.bizagi.com/** or any other URL that we may provide to you from time to time.
Downtime	Downtime means the total accumulated minutes during a calendar month in which the Cloud Services are unavailable, subject to the following: A minute is considered unavailable if all of your continuous attempts to establish a connection to the Services within the minute fail. Intermittent access for a period of less than one minute is not counted as Downtime. Downtime does not include Scheduled Downtime.
Environment	Environment is a set of resources provisioned to support a given stage of your Application's life cycle in Automation Service and Studio Cloud Service, which may consist of a Production Environment, Testing Environment, Development Environment and / or other Non-Production Environments.
Error	Error is one (1) or more reproducible deviations in the standard, unmodified Cloud Services from the applicable specifications shown in the Documentation. The terms "Error(s)," "Problem(s)"and "Issue(s)" are used interchangeably throughout this Agreement.
Fix	Fix is the repair or correction of, or resolution to, an Error.
Intellectual Property Rights	Intellectual Property ("IP") Rights refer to 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.
Maintenance Release	Maintenance Release is a minor update that improves the functionality of the Cloud Services and does not contain any new significant features or enhancements.
Modeler Services	Modeler Services is a Cloud Service that provides a collaborative platform for global process governance and compliance, enabling teamwork for the design and definition of your Cloud Models, achieving participation of all stakeholders, as further described in the Platform Overview and Documentation.
Monthly Uptime Percentage	Monthly Uptime Percentage is the total number of minutes in a calendar month, minus the Downtime, divided by the total number of minutes in such month that is calculated using the following formula: Monthly Uptime Percentage (%) = (Total minutes in month - Downtime) / total minutes in the month.

Non-Production Environment	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.
Order Form	An agreement to purchase particular Bizagi Cloud Services would be formalized in a document provided by us that references this Agreement and that is fully executed in writing by both Parties, substantially in the format shown in Exhibit 4.
Performance Levels	Performance Level refers to the levels of service available to you for Automation Service, and which are measured in Bizagi Performance Units (BPUs).
Premium Support	Premium Support is an additional paid support service that complements the basic technical support included in the Bizagi Cloud Maintenance and Premium Support Description.
Problem Resolution	Problem Resolution is a Fix, Workaround, or other solution to an Error.
Process	Process refers to a diagram that provides a visual overview of a workflow, depicting all the tasks, routes and relationships that are involved.
Production Environment	Production Environment is the Environment that is used to run Applications for Authorized Users for production usage.
Project Owner	Project Owner is the Authorized User who creates a new Bizagi Development (project) in Studio Cloud Services.
Prompts	Refers to inquiries initiated by an Authorized User within the "Ask Ada" functionality of the Cloud Services. These inquiries involve submitting queries or requests for information, analysis, or insights based on Customer Data. A Question is counted immediately upon submission to calculate a BPU.
Receiving Party	Receiving party is a Party or its Affiliates that receives Confidential Information from the Disclosing Party.
Scale Down	Scale Down is an option that allows you to reduce the Performance Level of any Environment for any Renewal Term.
Scale Up	Scale Up is an option that allows you to increase your Performance Level of any Environment during the Subscription Term of the applicable Order Form.
Scheduled Downtime	Scheduled Downtime refers to periods of Downtime related to routine maintenance or upgrades. With respect to upgrades to the Cloud Services, we will publish notice on our website or notify you at least five (5) days prior to the commencement of any such upgrades.
Service Level	Service Level is the specific minimum percentage of time that we commit to the Cloud Services being available as described in the Service Level Description.

Services or Cloud Services	Services or Cloud Services mean the Web-based services identified in the Order Form that permit you and your IT teams to create, deploy, and manage Applications and Processes easily and efficiently. It provides tools, resources, and services to develop Applications without worrying about the underlying infrastructure.
Severity Levels	Severity Levels indicate the level of impact an Error is having on your operations as described in the Cloud Maintenance and Premium Support Description.
Standard Support Hours	Standard Support Hours are limited to 8:00 am to 5:00 pm Monday to Friday in the local time zone of the Bizagi contracting entity identified in the Key Terms, excluding national holidays.
Step	A Step is any shape in a process diagram, except for the start and end shapes.
Studio Cloud Services	Studio Cloud Service provides a collaborative platform enabling teamwork for you to build your Bizagi Developments (projects) as further described in the Platform Overview and Documentation.
Subscription Fee	Subscription Fees are the fee(s) that you are required to pay for the right to access and use the Cloud Services, as set forth in the applicable Order Form.
Subscription Term	Subscription Term is the specific period during which you are permitted to use the Cloud Services as specified in the Order Form.
Support Team	The Bizagi representatives responsible for handling Support Tickets.
Support Ticket	Support Ticket documents a support request submitted to the Bizagi Support Center related to an Error.
Support Ticket Number	Support Ticket Number is the identification and tracking number generated by us and provided to you to allow registration and tracking of a Support Ticket.
Target Initial Response Times	Target Initial Response Times refer to the target time it will take us to respond to a Support Ticket, as further described in The Cloud Maintenance and Premium Support Description.
Testing Environment	Testing Environment is a Non-Production Environment that is used to conduct user-acceptance tests of the Applications for non-production usage.
Third Party Content	Third Party Content means information and other content that you obtain from publicly available sources or that are made available directly to you by companies or individuals other than Bizagi under separate terms and conditions, in each case, that you choose to use with and or store in the Cloud Services
Version Release	Version Release is a new subsequent release of the Cloud Services which significantly enhances the Cloud Services with qualitative changes in

	functionality and usability, and major changes in features, functions or performance, and which are generally released two times per year
Workaround	Workaround means a method or technique to temporarily overcome an Error in order to restore your use of the Cloud Services.

Exhibit 6
Bizagi Service Level Description

1. Introduction

A. When you purchase a subscription to our Cloud Services, we commit to provide specific levels of availability, or Service Levels, which vary based on the specific Cloud Services purchased. This document explains the specific availability commitments that apply to your subscription, what happens if we do not meet those commitments, and certain limitations that apply.

2. What are the specific Service Levels for availability of the Cloud Services that apply?

A. For Automation Service, we commit to a Monthly Uptime Percentage of 99.95% for your Production Environment(s). It is important to note that there is no Monthly Uptime Percentage commitment for (a) third-party services that connect to the Cloud Services; or (b) any Testing Environments or other Non-Production Environments.

B. For Modeler Services and Studio Cloud Services, we commit to a Monthly Uptime Percentage of 99.90%.

3. What Service Credits are Available if we do not meet the Monthly Uptime Percentage Commitments?

A. We stand behind our commitments to make the Cloud Services available and back that commitment up by offering Service Credits if the rare event that we do not meet the Monthly Uptime Percentage commitments described in this document.

B. The table below includes the specific Service Credits that you are eligible to receive as your sole remedy if we do not meet the Monthly Uptime Percentage commitments:

Cloud Service	Monthly Uptime Percentage	Service Credit
Automation Service	<99.95%	10% of Applicable Monthly Subscription Fees
	<99%	25% of Applicable Monthly Subscription Fees
Modeler Services and Studio Cloud Services	<99.90%	10% of Applicable Monthly Subscription Fees
	<99.0%	25% of Applicable Monthly Subscription Fees

4. How Are Service Credits Applied?

A. If you are eligible for a Service Credit, we will automatically apply it as a deduction from the Subscription Fees that you owe on your next invoice.

B. Please note that you are not permitted to unilaterally set off any Subscription Fees for availability issues.

5. How do we Determine Whether Service Credits are Owed?

A. Every month, we will generate a Monthly Uptime Percentage report to determine if we met our Monthly Uptime Percentage commitments described in this document. If you believe that you are eligible to receive a Service Credit, you must notify us via a Support Ticket within 5 days of the date of the period of Downtime that you believe entitles you to receive a Service Credit.

B. We will verify the information that you provide with the Monthly Uptime Percentage report and provide a Service Credit if you are entitled to one.

C. If there is any discrepancy between the Monthly Uptime Percentage report and your perception of the availability of the Cloud Services, we will use log files, database records, audit logs, and any other information available to make a good faith judgment regarding the availability of the Cloud Services during the period of reported Downtime. We will make the information upon which we base our determination available to you upon request.

D. If after reviewing the information that we make available, you still do not agree with our determination, you may provide us with a detailed description of the circumstances under which you were not able to access the Cloud Services, along with substantiating documentation so that we may further evaluate the situation.

6. What availability issues are excluded from the Monthly Uptime Percentage commitments?

A. Downtime resulting from any of the following issues is excluded from the Monthly Uptime Percentage commitments described in this document:
- a) Any Force Majeure Event (described in Exhibit 3, Section 18).
- b) Your use of services, hardware, plugins, integrations, or software with the Cloud Services that we did not provide or that are not supported.
- c) Your continued, unmodified use of the Cloud Services after we notified you that you must modify your use of the Cloud Services.
- d) Modifications to the Cloud Services that we did not make or approve.

e) Any failure on your part to implement or follow appropriate security practices, such as allowing a third-party to gain access to the Cloud Services using your passwords.
f) Anything related to: (a) Customer Data, including viruses, worms, trojan horses, or other contaminating or destructive features contained in Customer Data, (b) Applications, or (c) Third-Party Content.
g) Your use of the Cloud Services not in accordance with the Documentation or this Agreement.
h) Your attempts to use the Cloud Services in a manner that would cause you to exceed the maximum number of BPUs available to you under the applicable Order Form.

Exhibit 7
Country Specific Terms

Only if the Bizagi Contracting Entity that is listed in the Key Terms and Conditions of the Agreement is registered in one of the countries listed in this Exhibit 9, then these Country-Specific Terms apply to supplement and form an integral part of the Agreement. If there are any conflicts between the terms in this Exhibit 9 and those set forth in the other Exhibits of this Agreement, the terms of this Exhibit 9 will prevail.

Germany (Applies Only to Customers of Bizagi Deutschland GmbH)

1. Limitation of Liability
a. This section replaces Section 8 of Exhibit 3.
b. Each Party's liability for a breach of a material contractual obligation through slight negligence is limited to the foreseeable damages typical under this Agreement but in no case will exceed the aggregate amount of Subscription Fees paid by you to us under the specific Order Form that gives rise to the liability. A material contractual obligation for purposes of this provision is an obligation is a necessary prerequisite for contractual performance, or where the breach of the relevant obligation jeopardizes the purpose of the Agreement.
c. Neither Party's liability will be limited for damages arising from a Party's willful intent or gross negligence, or for liability for death, bodily injury, or damage to health.

2. Data Processing Agreement.
a. The Data Processing Agreement available at **https://www.bizagi.com/sa?BD&CL&DPA** applies in the event we process any Personal Data in connection with our provision of the Cloud Services.

3. Rights in Case of Errors.
a. This section replaces Section 3(B) – 3(D) of Exhibit 3.
b. The Cloud Services will functional substantially as described in the Documentation.
c. The Documentation conclusively defines the functional capabilities of the Cloud Services and we do not owe any duty with respect to any further capabilities. For clarity, you cannot imply any other capability from any other published description or advertisement unless we have confirmed that capability in writing.
d. Any guarantees must be confirmed by us in writing, and in any case, will only apply with respect to the most recent version of the Cloud Services.

e. Rights in case of errors are excluded in the case of minor or non-material deviations from the Documentation or if there is only a slight impairment of your use of the Cloud Services.

f. During the Subscription Term, we will remedy Errors in the Cloud Services, as described in the Cloud Maintenance and Premium Support Description.

g. Subject to you fulfilling your obligations as described in the Cloud Maintenance and Premium Support Description, and if no exclusions to our obligations to correct Errors apply, if we fail to remedy an Error within a reasonable period of time agreed to between the parties, you may terminate the applicable Order Form.

4. Jurisdiction and Venue

a. This section replaces section 9 of Exhibit 3.

b. The laws of Germany govern this Agreement, including any disputes or claims of any kind arising from it. Th e Parties agree and subject to this choice of law, regardless of conflicts of laws principles that would apply the laws of another jurisdiction.

c. Each Party agrees to submit to the exclusive jurisdiction of the courts of Munich, Germany to settle or adjudicate any dispute related to this Agreement.

d. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 does not apply to this Agreement.

e. Nothing in the above governing law and jurisdiction provision prevents us from bringing a claim in any place with proper jurisdiction for the purpose of enforcing your payment obligations under this Agreement. For clarity, proper jurisdiction means any jurisdiction that meets any of the following criteria:

i.   Jurisdiction agreed between the Parties in the governing law and jurisdiction provision.

ii. Jurisdiction of any court where we have a right to bring a claim under applicable law; and

iii. Jurisdiction in your country of residence.

United Kingdom (Applies Only to Customers of Bizagi Limited)

1. Data Processing Agreement.

a. The Data Processing Agreement available at **https://www.bizagi.com/sa?BLI&CL&DPA** applies in the event we process any Personal Data in connection with our provision of the Cloud Services.

2. Governing Law

a. This section replaces section 9 of Exhibit 3.

b. The laws of England and Wales govern this Agreement, including any disputes or claims of any kind arising from it. The Parties agree and subject to this choice of law, regardless of conflicts of laws principles that would apply the laws of another jurisdiction.

c. Each party agrees to submit to the exclusive jurisdiction of the courts of England to settle or adjudicate any dispute arising out of or relating to this Agreement.

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

e. Nothing in the above governing law and jurisdiction provision prevents us from bringing a claim in any place with proper jurisdiction for the purpose of enforcing your payment obligations under this Agreement. For clarity, proper jurisdiction means any jurisdiction that meets any of the following criteria:

      i. Jurisdiction agreed between the Parties in the governing law and jurisdiction provision.

      ii. Jurisdiction of any court where we have a right to bring a claim under applicable law; and

      iii. Jurisdiction in your country of residence.