

Master Early Adopter Terms & Conditions

This Agreement is effective as of the earlier of (a) the effective date of the first Acceptance Form referencing this Agreement, or (b) as of your initial access to an Early Adopter Program (“**Effective Date**”) and governs Your access to and use of the Early Adopter Program(s) specified in any applicable Acceptance Form that incorporates or references this Agreement. You agree to be bound by this Agreement by acknowledging an Acceptance Form..

WHEREAS:

- A. Celonis is a manufacturer of software that helps users analyze their business processes and make execution of those processes more efficient (the “**Celonis Products**”);
- B. You are an existing licensee/subscriber of certain Celonis Products;
- C. Celonis has decided to make available certain Early Adopter Programs to a limited number of selected customers for trial use in order to receive feedback in anticipation of making the Early Adopter Programs generally available; and
- D. You have been chosen to be an Early Adopter Program user and, with this Agreement, have decided to accept such appointment under its terms.

DEFINITIONS

- 1. “**Acceptance Form**” means an acknowledged acceptance form that incorporates or references this Agreement.
- 2. “**Agreement**” means these Master Early Adopter Terms & Conditions, including any Acceptance Form referencing these Master Early Adopter Terms & Conditions.
- 3. “**Early Adopter Program(s)**” means (1) pre-release versions of Celonis Products, specified on the applicable Acceptance Form; and/or (2) pre-release versions of additional functionality for currently available Celonis Products, specified on the applicable Acceptance Form.
- 4. “**Celonis**” means the Celonis entity entering into the applicable Acceptance Form with You.
- 5. “**You**” or “**Your**” means the company or other legal entity that enters into the applicable Acceptance Form with Celonis.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

- 1. Celonis grants to You a non-exclusive, non-transferable right to use the Early Adopter Program(s) solely for testing of the Early Adopter Program(s) under the terms of this Agreement and for the subscription term as defined herein (the “**Early Adopter Subscription**”).
- 2. In the event of any inconsistencies between this Agreement and an Acceptance Form between You and Us, the Acceptance Form shall take precedence over this Agreement, unless expressly indicated otherwise in such Acceptance Form.
- 3. Unless stated otherwise herein, the Terms and conditions governing Your Subscription for the Celonis Cloud Service (the “**Terms**”) shall apply to this Agreement.

4. This Agreement shall commence on the Effective Date and shall remain in force until terminated in writing by either party without notice.
5. The Early Adopter Subscription for each Early Adopter Program set out in an Acceptance Form shall commence on the date of the relevant Acceptance Form and shall, in deviation from the Terms, expire upon the earlier of:
 - a) 14 (fourteen) days after release of the Early Adopter Program to the public in the form of a general Celonis Products release; or
 - b) the completion of the Early Adopter Program term length specified within the relevant Acceptance Form.

Notwithstanding the foregoing, either party may terminate any and all Acceptance Form(s) at its free discretion at any time and for any reason upon written notice to the other party.

6. In consideration for receiving access to the Early Adopter Program(s) for testing, You will provide prompt feedback to Celonis regarding the operation or use of the Early Adopter Program(s) when it is requested. This may include filing online reports, participating in telephone interviews, maintaining a record of problems or errors, providing suggestions and ideas, and responding to written surveys that may be provided by Celonis. You acknowledge and agree that Celonis may use, disclose, reproduce, license, distribute and otherwise commercialize such feedback. You hereby grant to Celonis all required licenses in Your feedback and the associated intellectual property rights to allow Celonis to carry out these rights.
7. You acknowledge that each Early Adopter Program is the sole property of Celonis and Celonis' licensors and that it includes confidential information of Celonis. You agree to keep confidential and not disclose or discuss to any third party: a) the Early Adopter Program(s), b) Celonis development or marketing plans that you learn about as part of Your participation under this Agreement, and c) verbal or written communications from Celonis employees, agents, contractors or other representatives regarding the Early Adopter Program(s). These confidentiality requirements continue until all of the above become publicly known.
8. Each Early Adopter Program is provided free of charge, as a pre-release service, and is not at the level of performance or compatibility of the final, generally available Celonis Products. Therefore, the Early Adopter Program(s) may not operate correctly and may be substantially modified prior to it being made generally commercially available, or withdrawn altogether.
9. EACH EARLY ADOPTER PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, REGARDLESS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY TERMS IMPLIED BY STATUTE OR COMMON LAW REGARDING QUALITY, FITNESS, MAINTENANCE, OR USE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW.
10. The entire risk arising out of the use or performance of any Early Adopter Program remains with You. IN NO EVENT SHALL CELONIS OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM USE OF THE EARLY ADOPTER PROGRAM(S), WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES,

OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS MATERIAL TO THIS AGREEMENT

11. This Agreement may not be assigned by You without the prior written consent of Celonis, and any attempt to assign without such consent shall be null and void. This Agreement constitutes the entire agreement between You and Celonis with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. You acknowledge that any breach of Your obligations under this Agreement with respect to the proprietary rights of Celonis will cause Celonis irreparable injury for which there are inadequate remedies at law, and, therefore, Celonis will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity.
12. The provisions in Sections 3 and 6 to 11 of this Agreement shall survive its termination.