



Early Customer Engagement Agreement

THIS IS A LEGAL DOCUMENT. BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, (2) EXECUTING, ACKNOWLEDGING OR RETURNING AN ACCEPTANCE FORM, OR (3) USING OR ACCESSING AN EARLY CUSTOMER ENGAGEMENT PROGRAM IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE EARLY CUSTOMER ENGAGEMENT PROGRAM. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. THIS AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF (A) THE EFFECTIVE DATE OF THE FIRST ACCEPTANCE FORM REFERENCING THIS AGREEMENT, OR (B) YOUR INITIAL ACCESS TO OR USE OF THE EARLY CUSTOMER ENGAGEMENT PROGRAM ("EFFECTIVE DATE").

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. Celonis has decided to make certain Early Customer Engagement Programs available for trial use in exchange for receiving feedback in anticipation of making the Early Customer Engagement Programs generally available; and
- C. As an existing Celonis customer, You have been chosen to be an Early Customer Engagement Program user and, with this Agreement, accept such appointment under its terms.

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

1. **DEFINITIONS.** All definitions not defined in the main body of this Agreement shall be interpreted as follows:
 - 1.1 "Acceptance Form" means an online form (including without limitation a "clickwrap," "webwrap" or other electronic form) or other document that (i) incorporates or references this Agreement and (ii) describes the applicable Early Customer Engagement Program.
 - 1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, but only for so long as such control exists. As used here, "Control", means direct or indirect ownership or control of more than 50% of the voting interests.
 - 1.3 "Agreement" means this Early Customer Engagement Agreement, including any Acceptance Form referencing this Early Customer Engagement Agreement.
 - 1.4 "Celonis", "We", "Us" or "Our" means the Celonis entity providing You access to the Early Customer Engagement Program.
 - 1.5 "Customer Data" means the data and information provided by You to Us and/or inputted, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose of Your use of and access to an Early Customer Engagement Program, except to the extent such data and information is aggregated and anonymized pursuant to the terms of this Agreement.
 - 1.6 "Data Processing Agreement" means the then-current Data Processing Agreement (including its supplements and annexes) in effect as of the date of Your execution or acknowledgment of an Acceptance Form, found at <https://www.celonis.com/terms-and-conditions/celonis-services/>.
 - 1.7 "Early Customer Engagement Program(s)" means (1) pre-release versions of Celonis Products, (2) Pre-Release AI Features or (3) features or functionality related to any of the foregoing, in each case as described in the applicable Acceptance Form.
 - 1.8 "Pre-Release AI Feature" means pre-release features, functions or capabilities that utilize artificial intelligence, machine learning, large language models or similar technologies.
 - 1.9 "Proprietary Rights" means rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
 - 1.10 "Representatives" means Celonis and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.
 - 1.11 "Users" means those employees, agents and independent contractors of Yours and Your Affiliates who are authorised by You to access and use the Early Customer Engagement Program(s) in accordance with this Agreement, and to whom you have supplied a user identification and password (if applicable).

1.12 "You" or "Your" means the company or other legal entity that enters into the applicable Acceptance Form with Celonis or otherwise uses or accesses the Early Customer Engagement Program(s).

2. RIGHTS AND OBLIGATIONS.

- 2.1 Subject to the terms of this Agreement, Celonis grants You a non-exclusive, non-transferable right, for the term described herein (the "Early Customer Engagement Subscription"), to access and use the Early Customer Engagement Program(s): (i) for Your internal testing and evaluation of the Early Customer Engagement Program(s); and (ii) to reproduce, distribute, publicly display, publicly perform and prepare derivative works of AI Output (defined below).
- 2.2 You shall (i) be responsible for Your Users' compliance with this Agreement; (ii) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (iii) obtain any legally-necessary consents from, and provide required privacy notices to, any party whose Personal Data you input into the Early Customer Engagement Program(s) or otherwise provide Us. The Celonis Data Processing Agreement shall apply to the extent Personal Data is processed by Us during an Early Customer Engagement Program.
- 2.3 You shall not: (i) use the Early Customer Engagement Program(s) for the benefit of anyone other than Yourself or Your Affiliates, unless expressly stated otherwise in Your Acceptance Form; (ii) send, store or transfer infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates privacy rights or third-party Proprietary Rights; (iii) upload, input, access, store, distribute or transmit any malware, virus or other similar malicious device; (iv) except as expressly permitted, modify, copy, translate or create derivative works based on an Early Customer Engagement Program or any part, feature, function or user interface thereof; or (v) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Early Customer Engagement Program(s) to build a competitive product or service or one with similar ideas, features, functions or graphics or to determine whether an Early Customer Engagement Program is within the scope of any patent.
- 2.4 To the extent You participate in the testing of a Pre-Release AI Feature, the Celonis Artificial Intelligence Addendum found at <https://www.celonis.com/terms-and-conditions/celonis-services/> additionally applies.

3. FEEDBACK.

- 4.1 In consideration for receiving access to the Early Customer Engagement Program(s), You will provide prompt feedback to Celonis regarding the operation or use of the Early Customer Engagement Program(s) ("Feedback") when it is reasonably 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.
- 4.2 You acknowledge and agree that Celonis may use, disclose, reproduce, license, distribute and otherwise commercialize such Feedback for any purpose. You hereby grant Celonis a worldwide, perpetual, irrevocable, royalty-free license to such Feedback and any associated intellectual property rights vesting therein without restriction.

4. TERM AND TERMINATION.

- 4.1 This Agreement shall commence on the Effective Date and shall remain in force until terminated in writing by either party.
- 4.2 The Early Customer Engagement Subscription for each Early Customer Engagement Program shall commence on the effective date of the relevant Acceptance Form and shall expire upon the earlier of:
- 4.2.1 Fourteen (14) days after release of the Early Customer Engagement Program to the public in the form of a general Celonis Products release; or
- 4.2.2 the date specified in the relevant Acceptance Form.
- 4.3 Notwithstanding the foregoing, either party may in its discretion terminate an Acceptance Form at any time and for any reason without penalty upon written notice to the other party.
- 4.4 Upon termination or expiration of an Acceptance Form, You shall immediately cease use of and access to the applicable Early Customer Engagement Program(s) and destroy or return to the Celonis all materials and information relating to the affected Early Customer Engagement Program.

5. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- 5.1 As between You and Us, We are and remain exclusive owners of all right, title and interest (including without limitation the Proprietary Rights) in and to the Early Customer Engagement Program(s), including all modifications and derivatives thereto. No rights are granted to You other than as expressly set forth herein. You agree to keep confidential and not disclose to any third party: (i) the existence of the Early Customer Engagement Program(s), (ii) any development or marketing plans that You learn about as part of Your participation under this Agreement, and (iii) verbal or written communications from Celonis employees, agents, contractors or other representatives regarding the Early Customer Engagement Program(s). These confidentiality requirements continue until the foregoing become publicly known.

5.2 As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data. Subject to this Agreement, You hereby grant Us and Our Representatives the right to access, use, process, aggregate and anonymize Customer Data, any AI Output and information derived from Your use of an Early Customer Engagement Program to: (a) maintain and provide the Early Customer Engagement Program(s); (b) improve, modify, develop and train any of Our products, services and features; and (d) perform such other actions as authorized by You in writing. No rights are granted to Us other than as expressly set forth herein.

6. DISCLAIMERS.

6.1 EACH EARLY CUSTOMER ENGAGEMENT 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 CUSTOMER ENGAGEMENT PROGRAM(S) MAY NOT OPERATE CORRECTLY AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO IT BEING MADE GENERALLY COMMERCIALY AVAILABLE OR WITHDRAWN ALTOGETHER.

6.2 EACH EARLY CUSTOMER ENGAGEMENT PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, 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.

6.3 THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF ANY EARLY CUSTOMER ENGAGEMENT 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 CUSTOMER ENGAGEMENT 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.

7. GOVERNING LAW. Excluding conflict of laws rules, this Agreement shall be governed by and construed as follows:

If You are domiciled in:	Governing Law:	Courts with exclusive jurisdiction:
North or South America	New York State	New York City
Japan	Japan	Tokyo
Asia (excluding Japan)	Singapore	Singapore
Germany	Germany	Munich
Any other jurisdiction	England and Wales	London

8. **MISCELLANEOUS.** 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.

9. **ORDER OF PRECEDENCE.** 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.

10. The provisions in Section 3 and Sections 5 to 9 of this Agreement shall survive its termination.