End User License Agreement for Lenses.io

THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU ("YOU" OR "YOUR") AND THE LENSES AFFILIATE AS NOTED IN THE APPLICABLE ORDER (COLLECTIVELY, "WE," "US", "OUR" OR "LENSES"). BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, OR (2) INSTALLING OR USING THE SOFTWARE IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE CELONIS PRIVACY NOTICE. WE MAY IN OUR DISCRETION CHANGE THESE TERMS, THE PRIVACY NOTICE OR ANY ASPECT OF THE SOFTWARE, WITHOUT NOTICE TO YOU. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CEASE USING THE SOFTWARE AND DESTROY ALL COPIES THEREOF.

1. **Definitions.** All definitions not defined in the main body of this Agreement are specified in Annex A.

2. **Agreement**. This Agreement governs Your access to and use of the Lenses.io developer experience for building & operating real-time applications on Apache Kafka (the "**Software**") and is effective as of the date of the initial Delivery of the Software to You.

3. **Activation.** In order to use the Software, You must activate Your copy of the Software with the valid license key(s) provided to You by Us. Software shall be delivered by electronic means unless otherwise specified on the applicable Order. You are responsible for: (i) maintaining the confidentiality of Your credentials and (ii) all acts and omissions of Users given access to the Software. We are not liable for any loss or damage arising from Your failure to comply with this Section.

4. **Software License and Ownership.**

   4.1 Subject to the terms and conditions of this Agreement and the Order, during the Subscription Term, We hereby grant You a non-transferable, non-sublicensable, non-exclusive, worldwide license to install and use the Software: (i) in accordance with the limitations set forth in the Order and the Documentation and (ii) on the Supported Technologies. You are responsible for procuring the rights to use the Supported Technologies.

   4.2 You shall ensure that the number of installations of the Software does not exceed the number specified in the Order and shall notify Us immediately if You become aware of any unauthorized use of the Software by any person. The foregoing notwithstanding, You may make backup copies of the Software for Your lawful use if You record the number and location of all copies and take steps to prevent unauthorized use.

   4.3 As between You and Us, We are and remain exclusive owners of all rights in and to: (a) the Software, including but not limited to any modifications thereto or derivative works thereof; (b) all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared or developed in the course of or resulting from the provision of the Software to You; and (c) any and all Proprietary Rights embodied in the foregoing.

   4.4 To the extent You provide feedback regarding Our Software, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Software or other products (collectively "**Feedback**"), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. We are under no obligation to use the Feedback.

5. **Your Obligations**.

   5.1 You shall: (i) comply with all applicable laws in connection with Your performance under this Agreement, including without limitation privacy, export control, and sanction laws; (ii) use commercially reasonable efforts to prevent any unauthorized access to or use of the Software and promptly notify Us in the event of any such unauthorized access or use; (iii) have sole responsibility for the accuracy, quality, and legality of Customer Materials; (iv) be solely liable for making appropriate backups of Customer Materials; and (v) obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service or otherwise provide Us.

   5.2 In connection with this Agreement, You shall not (and shall not allow any third party to): (i) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (ii) utilize any equipment, device, software, or other means designed to circumvent or remove any form of product access keys or copy protection used by Us in connection with the Software; (iii) decompile, disassemble, or otherwise reverse engineer any part of the Software, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever; (iv) sell, assign, sublicense, rent, lease, loan, distribute, share, timeshare, grant a security interest in, use for service bureau purposes, or otherwise transfer all or any portion of the Software; (v) use or reference the Software to develop a product that is functionally similar to the Software; (vi) remove or alter any trademark, logo,

copyright or other proprietary notices associated with the Software; (vii) use or disclose the Software in any manner not expressly authorized by this Agreement; or (viii) modify, copy, translate or create derivative works based on the Software or any part, feature, function or user interface thereof.

5.3 You shall defend, indemnify and hold Us harmless from and against any and all claims and/or Losses arising out of or in connection with Your breach of this Section 5.

6. **Fees and Payment.**

6.1 Except as expressly stated herein, the fees are non-refundable. Where your Order is directly with Lenses, You shall pay Us the fees agreed in the applicable Order, in accordance with the terms specified therein. Where you have ordered via an Authorized Reseller, You shall pay the fees agreed with such Authorized Reseller. If You use the Lenses Materials in excess of the scope of this Agreement or the applicable Order, You shall pay all Fees attributable to such overuse in accordance with Our then-current price list. You are responsible for paying, and will be invoiced for, any fees or charges associated with using Your vendor registration or payment processing tool(s).

6.2 If, in good faith, You dispute the accuracy of any portion of Our invoice, then You shall pay all undisputed portions of the invoice when due, but may withhold any portion that is disputed provided You provide Us with written notice of such dispute at least 10 days prior to the invoice due date and use commercially reasonable efforts to resolve the dispute promptly.

6.3 Unless otherwise specified in the applicable Order, Our fees exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes ("Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder directly to the taxing authority. As an exception to the foregoing, if We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be included as a line-item on Your invoice and will be payable by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. If any such withholding or deduction is required by law, You shall pay Us such additional amount(s) as will ensure that We receive the same total amount that We would have received if no such withholding or deduction had been required. We are solely responsible for taxes based upon our net income, assets, payroll, property, and employees.

6.4 Without prejudice to any other rights We may have, if any undisputed invoice is not paid by its due date, or if We verify that You have not paid an Authorized Reseller in accordance with the relevant partner agreement, We shall be entitled to terminate Your license to use the Software upon thirty (30) days' prior written notice thereof.

7. **Confidentiality**. Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorized herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

8. **WAIVER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

9. **SUPPORT SERVICES.** To the extent expressly set forth in the Order, We shall provide Support Services for the Software pursuant to the Lenses.io Support Services Description and Service Level Agreement found at https://www.celonis.com/terms-and-conditions/. All Support Services renewals will be subject to the then-current Support Services Description and Service Level Agreement. For the avoidance of doubt, We shall not be obliged to make modifications or provide Support Services in relation to Your hardware, operating system(s), third party application software, or any data feeds or external data.

10. **LIMITATION OF LIABILITY.** WE SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES

IN ADVANCE. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100), WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.

11. **Termination and Effect of Termination**. Upon termination of this Agreement or expiration of the Subscription Term, You shall immediately cease any and all use of the Software, destroy (or at Our request return) any of Our Confidential Information related hereto, and certify such destruction in writing.

12. **Export**. The Software (and derivatives thereof) may be subject to export laws and regulations of the United States and other jurisdictions ("Export Laws"). You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Software to countries, persons or entities prohibited by Export Laws or (ii) permit access to or use the Software in or from a U.S.-embargoed country or region. We may block, restrict, limit, revoke or suspend access to the Software by anyone that is subject to any applicable sanctions or embargoes.

13. **Governing Law.** Excluding conflict of laws rules, this Agreement shall be governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

14. **General Terms.**

    14.1 **Assignment.** You may not assign or otherwise transfer this Agreement (in whole or in part) without Our prior written consent. Any attempt by You to otherwise transfer or assign this Agreement will be null and void. We may assign or otherwise transfer this Agreement (in whole or in part) and/or the Proprietary Rights in and to the Software at any time in our sole discretion and without notice to You.

    14.2 **Independent Contractors.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

    14.3 **Third Party Beneficiaries**. Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.

    14.4 **Entire Agreement and Amendments**. This Agreement, as may be updated from time-to-time and posted at https://www.celonis.com/terms-and-conditions/, constitutes the entire agreement between the parties regarding Your use of and access to the Software and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof.

    14.5 **Severability**. If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.

    14.6 **Waiver**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

    14.7 **Notices**. All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. E-mails to Us shall be directed to Our Chief Legal Officer at (legal@celonis.com), and e-mails to You shall be sent to the email address indicated on the Order.

    14.8 **Surviving Provisions**. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration.

    14.9 **Language.** Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

Annex A
Definitions

1. "**Affiliate**": any entity that directly or indirectly controls, is controlled by, or is under common control with Us, 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.

2. "**Celonis Privacy Notice**": the then-current privacy policy found at https://www.celonis.com/privacy-policy and incorporated herein by this reference.

3. "**Confidential Information**": any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.

4. "**Customer Materials**": any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Software, including Your data.

5. "**Delivery**": the date Software is made available for download by You ("Delivery").

6. "**Documentation**": the then-current product description of the Software, as made available by Us on the Celonis website found at https://www.celonis.com/terms-and-conditions/ and incorporated herein by this reference.

7. "**Lenses Materials**": any software, programs, tools, systems, data, Confidential Information or other materials made available by Us to You under this Agreement.

8. "**Order**": an ordering document or online order form that: (i) incorporates or references this Agreement and (ii) specifies the products and services ordered and the fees owed.

9. "**Proprietary Rights**": 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.

10. "**Representatives**": of a party are its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.

11. "**Subscription**": Your use of and access to the Software in accordance with this Agreement.

12. "**Subscription Term**": the Subscription Term shall begin on the Effective Date and shall automatically expire on the date noted in the applicable Order.

13. "**Supported Technologies**": the versions of Apache Kafka with which the Software must be used.

14. "**User**": those employees, agents and independent contractors of Yours (including third-party suppliers and/or contractors) who are authorized by You to access and use the Software in accordance with this Agreement, and to whom You have supplied a user identification and password (if applicable).