1. SCOPE OF THIS AGREEMENT

This End User License Agreement for Single Users is between Celonis and the Customer (entity or individual acting in exercise of his or its trade, business or profession) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user (hereinafter referred to as **"Customer"** or "**you**").

2. DEFINITIONS

2.1 "Agreement" means this End User License Agreement for Single Users.

2.2 "Celonis" means the Celonis entity named in the proposal/order form.

2.3 "Documentation" means any supporting product help and technical specifications documentation provided by Celonis on the Celonis website to you.

2.4 "Ordering Document" means any order on a Celonis order form including web forms which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

2.5 "Product Key" means the license key provided to you at the time of purchase.

2.6 "Software" means the Celonis Process Mining Single User Software.

3. CONTRACT OBJECT AND CONCLUSION

3.1 Subject to all of the terms and conditions of this Agreement you will be entitled by this Agreement to use the Software in accordance with the Product Description and be provided with Celonis Support as provided for in the then current Service Description for Celonis Support Services. The Product Description and the Service Description for Celonis Support Services are both available at https://www.celonis.com/celonis-agb/.

3.2 In the case of a contract conclusion by electronic means your click on a button "order" or "buy" or any similar description is meant to be the binding offer on conclusion of a contract. Celonis may in its own discretion send an e-mail to you and accept your offer by such e-mail. The text of this Agreement will be saved by Celonis and is available (in English language only) on the Celonis website.

4. LICENSE; DELIVERY; TRIAL VERSION

4.1 Unless otherwise stated in an Ordering Document the Software may be used on your own computer. For each license you may install one copy of the Software on one primary computer. Installing the Software on servers is forbidden. In order to use the Software under this Agreement, you must activate and/or register your copy of the Software with the Product Key.

4.2 Subject to all of the terms and conditions of this Agreement and for the duration of this Agreement Celonis grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to use the Software for which you have been issued a Product Key by Celonis for your own business, but only in accordance with the Documentation.

4.3 All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you.

4.4 You shall not decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software.

4.5 If you ordered a license to a trial version you may install and use one copy of the trial version solely for the purpose of evaluating the Software for non-productive use during the agreed testing period.

4.6 By ordering a trial license you accept that Celonis may contact you throughout the trial period and beyond via e-mail and phone. This acceptance includes the reception of standardized information and notifications.

5. CUSTOMER OBLIGATIONS

5.1 You are responsible for maintaining appropriate security, protection and backup of your data, which may include routine archiving and the use of encryption technology to protect such data from unauthorized access.

5.2 You shall defend Celonis from and against all claims, arising out of any claims, penalties, loss or damage arising out of a breach of your obligations under this Agreement, and shall indemnify and hold Celonis harmless from and against any damages and costs awarded against Celonis or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims.

5.3 Upon Celonis´s request you shall proof your entrepreneurial status in order to confirm that you are acting in exercise of your trade, business or profession when entering into this Agreement. You will be fully liable for any wrong information regarding your status provided to Celonis.

6. PAYMENT

You shall pay all fees associated with the Software licensed and any services purchased hereunder as

set forth in the applicable Ordering Document. The trial version is free of charge.

7. TERM

7.1 In the case of a licensing of the full version, if the Order Document or Product Key specify no license duration, the Agreement will continue for twelve (12) months after the issuance of the Product Key. Thereafter, it automatically renews for successive periods of 12 months (each a "Renewal Term") unless a party gives 30 days´ prior written notice to the other party of its intention not to renew the Subscription. In the case of a licensing of the trial version the Agreement will continue for thirty (30) days after the issuance of the Product Key.

7.2 The terms of this Agreement that by their nature or express terms are intended to survive termination or expiration will survive termination or expiration of this Agreement, including, but not limited to all payment obligations and Sections 9, 10, 11 and 12.

7.3 Each party may terminate this Agreement upon written notice with immediate effect if the other party materially breaches this contract. The breach of section 4 and/or 5 is considered as a materially breach of this Agreement.

8. WARRANTIES AND REMEDIES

8.1 In case of obvious defects, you shall promptly, in no event later than within ten (10) days as of receipt of the respective Software, notify Celonis in writing. In case of non-obvious defects you shall promptly, in no event later than within ten (10) days as of discovery of the defect, notify Celonis in writing.

8.2 In case of a defect of the Software Celonis may in its own discretion eliminate such defect or provide a new version of the Software or Service deliverable without a defect. Remedying a defect may include the delivery of an update or upgrade which does not have the defect, or a patch which eliminates the defect. You must accept a new software version that is functionally compliant unless it would be unreasonable to require you to do so. If remedying a defect fails, you shall be entitled to claim adequate reduction of the license or service fees or, provided that the defect does not only impair the use of the product insignificantly, reimbursement of the corresponding fees from Celonis upon return of all copies of the Software to Celonis. Such failure may only occur if Celonis had been given sufficient and appropriate opportunities to remedy the defect within reasonable terms.

8.3 If a third party claims that the exercise of the license granted under this Agreement infringes its rights, you must fully inform Celonis in writing without delay. If you cease to use the Software to mitigate loss or for other just reason, you must notify the third party that such cessation does not imply any recognition of the claimed infringement. You will conduct the dispute with the third party both in court and out of court only in consultation and agreement with Celonis or authorize Celonis to assume sole conduct of the dispute.

8.4 Celonis provides no warranty for Software which has been incorrectly used, serviced or installed by you or third parties. In particular, Celonis shall not be liable if a defect has been caused by the Software's operation in a system environment which does not conform to the hardware and software systems which are specified in the Documentation or as otherwise specified by Celonis.

9. LIMITATION OF LIABILITY

9.1 Celonis' liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions: (a) In cases of intent, Celonis' liability extends to the full loss; in cases of gross negligence, Celonis' liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, Celonis' liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality. (b) In other cases: Celonis is not liable except for breach of a major obligation and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 9.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where you could legitimately rely upon its fulfillment.

9.2 Liability in cases under section 9.1 (b) in this section is limited to € 20,000 per incident and limited in total to € 50,000 for all claims arising out of this Agreement.

9.3 Contributory fault and contributory negligence may be claimed. The limits of liability in section 9.1 do not apply to personal injury liability or liability under the German Product Liability Act.

10. EXPORT CONTROL

You acknowledge that the Software may be subject to export controls imposed by the US Export Administration Act of 1979 and the US Department of Commerce ("US Export Regulations") and any other export controls laws.

You will not export, re-export or transship the Software or disclose any technical information provided by Celonis in contravention of US or other export regulations. You acknowledge that remote access to the Software may in certain circumstances be considered a re-export of the Software.

11. CONFIDENTIALITY

11.1 Each Party shall protect any information provided by the disclosing Party that is identified as confidential or that reasonably shall be considered confidential.

11.2 Each Party shall use the information provided for the sole purpose of fulfilling its obligations of this contract.

12. MISCELLANEOUS

12.1 Unless explicitly provided otherwise herein, this Agreement and its exhibits and all documents which are incorporated in this contract by reference are the complete Agreement between the parties. All notices under this Agreement will be given in written form or in electronic form (e.g. per e-mail).

12.2 Celonis may use your name and logo on Celonis´ website, financial reports, press releases and prospectuses and in customer lists solely to indicate that you are a customer of Celonis.

12.3 Neither this contract nor any rights and/or obligations hereunder may be assigned by the customer without Celonis' prior written consent.

12.4 If any provision of this contract is or will be found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this contract will remain in full force. Notwithstanding the above, the Parties shall replace such invalid or unenforceable provision by a valid provision, which reflects, to the maximum extent possible, the original intent of the Parties.

12.5 This contract is subject to German law with the exception of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

12.6 The courts of Munich, Germany, shall have sole jurisdiction over all legal disputes arising out of or in connection with this contract. Celonis, however, shall remain entitled to commence court proceedings at any other statutory place of jurisdiction.

12.7 This Agreement is in the English language only.