

End User License Agreement for Single Users

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 "Clients" mean your customers (and their affiliated companies within the meaning of Sec. 15 et seq. of the German Stock Company Act) whose process data you are analysing within the scope of this Agreement as part of your consulting services.
- 2.4 "Documentation" means any supporting product help and technical specifications documentation provided by Celonis on the Celonis website to you.
- 2.5 "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.
- 2.6 "Product Key" means the license key provided to you at the time of purchase.
- 2.7 "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 The Software may only be used for the purposes of consulting Clients with less than (i) 750 employees and (ii) € 250 million in annual revenue based on such Client's previous fiscal year.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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. Customer Data and Data Protection

12.1 To the extent We have access to any Customer Data in connection with the Subscription and the provision of the Support Services, We shall use reasonable endeavours to:

12.1.1 keep all Customer Data secure and to use no less stringent measures for the protection of such Customer Data as We use for Our own data; and

12.1.2 preserve the integrity of the Customer Data and to prevent the loss or corruption of the Customer Data.

12.2 We acknowledge that You are acting as a data controller in respect of any Customer Data which contains Personal Data. To the extent that We process any Personal Data in the provision of the Services, the Data Processing Agreement in **Annex A** shall apply.

12.3 For the purposes of Section **Fehler! Verweisquelle konnte nicht gefunden werden.** the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.

13. Miscellaneous

13.1 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).

13.2 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.

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

13.4 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.

13.5 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.

13.6 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.

13.7 This Agreement is in the English language only.

Annex A Data Processing Agreement

This data processing agreement (the "DPA") details the parties' obligations on the protection of personal data associated with Our processing of Your personal data on Your behalf within the scope of the applicable Order (hereinafter, the "Agreement"). You are the controller of the personal data you provide to Us in the course of Our provision of the Services under the Agreement ("Controller") and You appoint Us as a processor ("Processor") to process such personal data (hereinafter, "Data") on Your behalf (hereinafter, "Contract Processing").

§ 1 Scope, Duration and Specification of Processing of Data

1. The scope and the detailed stipulations on the type and purpose of Contract Processing are defined in the **Exhibit**.
2. Except where the DPA stipulates obligations beyond the term of the Agreement, the duration of this DPA shall be the same as the term of the Agreement.

§ 2 Scope of Application and Responsibilities

1. Processor shall process Data on behalf of Controller. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this DPA, Controller shall be solely responsible for compliance with its obligations under the applicable statutory requirements on data protection, including, but not limited to, the lawful disclosure and transfer of Data by Controller to Processor.
2. Controller's individual instructions on Contract Processing shall, initially, be as detailed in the Agreement. Controller shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modify, amend or replace such individual instructions by issuing such instructions to the point of contact designated by Processor. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Controller shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3 Processor's Obligations

1. Except where expressly permitted by Article 28 (3)(a) GDPR, Processor shall process data subjects' Data only within the scope of the Agreement and the instructions issued by Controller. Where Processor believes that an instruction would be in breach of applicable law, Processor shall notify Controller of such belief without undue delay. Processor shall be entitled to suspend performance on such instruction until Controller confirms or modifies such instruction.
2. Processor shall, within Processor's scope of responsibility, organize Processor's internal organization so it satisfies the specific requirements of data protection. Processor shall implement technical and organizational measures to ensure the adequate protection of Controller's Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. Processor shall implement technical and organizational measures and safeguards that ensure ongoing confidentiality, integrity,

availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Controller is familiar with these technical and organizational measures, and it shall be Controller's responsibility that such measures ensure a level of security appropriate to the risk. The parties agree to refer to the existing certification of Processor by Kiwa International Cert GmbH in accordance with **DIN ISO/IEC 27001:2015** which is considered sufficient evidence for these purposes by Controller and which is available on the website of Processor (www.celonis.com).

3. Processor reserves the right to modify the measures and safeguards implemented, provided, however, that that the level of security shall not be less protective than initially agreed upon.
4. Processor shall support Controller, insofar as is agreed upon by the parties, and where possible for Processor, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.
5. Processor shall ensure that all employees involved in Contract Processing of Controller's Data and other such persons as may be involved in Contract Processing within Processor's scope of responsibility shall only do so within the scope of the instructions. Furthermore, Processor shall ensure that any person entitled to process Data on behalf of Controller has undertaken a commitment to confidentiality under terms similar to the confidentiality terms of the Agreement. All such confidentiality obligations shall survive the termination or expiration of such Contract Processing.
6. Processor shall notify Controller without undue delay if Processor becomes aware of any Data breaches within Processor's scope of responsibility.
7. Processor shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Processor shall coordinate such efforts with Controller without undue delay.
8. Processor shall notify to Controller the point of contact for any issues related to data protection arising out of or in connection with the Agreement. The **Exhibit** provides for a list of the initially designated persons.
9. Processor shall correct or erase Data if so instructed by Controller and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Processor shall, based on Controller's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Controller.
10. In specific cases designated by Controller, such Data shall be stored or handed over. The associated cost for doing so and protective

measures to put in place shall be agreed upon separately, unless already agreed upon in the Agreement.

11. Processor shall, upon termination of Contract Processing and upon Controller's instruction, return all Data, carrier media and other materials to Controller or delete the same.
12. Where a data subject asserts any claims against Controller in accordance with Article 82 of the GDPR, Processor shall support Controller in defending against such claims, where possible at Controller's cost as set out in Section 6 para. 3.

§ 4 Controller's Obligations

1. Controller shall notify Processor without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Controller in the results of Processor's work.
2. Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against Processor in accordance with Article 82 of the GDPR.
3. Controller shall notify to Processor the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

§ 5 Enquiries by Data Subjects

Where a data subject asserts claims for rectification, erasure or access against Processor, and where Processor is able to correlate the data subject to Controller, based on the information provided by the data subject, Processor shall refer such data subject to Controller. Processor shall forward the data subject's claim to Controller without undue delay. Processor shall support Controller, where possible, and based upon Controller's instruction insofar as agreed upon. Processor shall not be liable in cases where Controller fails to respond to the data subject's request completely, correctly, or in a timely manner.

§ 6 Options for Documentation

1. Processor shall document and prove to Controller Processor's compliance with the obligations agreed upon in this DPA by appropriate measures.
2. Where, in individual cases, audits and inspections by Controller or an auditor appointed by Controller are necessary, such audits and inspections will be conducted upon prior notice during regular business hours, and without interfering with Processor's operations. Processor may also determine that such audits and inspections are subject to prior notice and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organizational measures and safeguards implemented. Processor shall be entitled to reject auditors that are competitors of Processor. Controller hereby consents to the appointment of an independent external auditor by Processor, provided that Processor provides a copy of the audit report to Controller.
3. Processor shall be entitled to request from Controller a reimbursement of costs for its support in conducting inspections where such costs have been agreed upon in the Agreement or otherwise in writing by the parties. Processor shall endeavor to limit its time and effort for such inspections to one day per calendar year, unless agreed upon otherwise.
4. Where a data protection or other applicable supervisory authority conducts an inspection, para. 2 above shall apply mutatis mutandis. The

execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

§ 7 Subcontractors (further processors (or 'sub-processors') on behalf of Controller)

1. Processor shall use subcontractors as further processors on behalf of Controller only where approved in advance by Controller (in accordance with para. 3).
2. If Processor engages further Processors or subcontractors to perform any of its obligations under the Agreement it shall seek Controller's prior consent. Processor shall conclude, with such subcontractors, contractual terms necessary to ensure an appropriate level of data protection and information security.
3. Controller hereby consents to Processor's use of the subcontractors listed in the Exhibit to this DPA in connection with the performance of the Agreement. Processor shall, prior to the use of further subcontractors, obtain Controller's prior approval, such approval not to be withheld except for important reasons related to compliance with data protection laws.
4. Where Processor commissions subcontractors, Processor shall be responsible for ensuring that Processor's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

§ 8 Obligations to Inform, Mandatory Written Form, Choice of Law

1. Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Processor's control, Processor shall notify Controller of such action without undue delay. Processor shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Controller's sole property and area of responsibility, that data is at Controller's sole disposition, and that Controller is the responsible body in the sense of the GDPR.
2. No modification of this DPA and/or any of its components – including, but not limited to, Processor's representations and obligations, if any – shall be valid and binding unless made in writing or in a machine-readable format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this DPA. The foregoing shall also apply to any waiver or change of this mandatory written form.
3. In case of any conflict, the data protection regulations of this DPA shall take precedence over the regulations of the Agreement. Where individual regulations of this DPA are invalid or unenforceable, the validity and enforceability of the other regulations of this DPA shall not be affected.
4. This DPA is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for any disputes arising out of or in connection with this DPA.

§ 9 Liability and Damages

The liability provisions of the Terms shall apply except as explicitly agreed otherwise in this DPA.

§ 10 International Transfers

Processor will only transfer personal data outside the European Economic Area (including to its group company, Celonis, Inc.) where Processor has complied with its obligations under applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.

Exhibit
Purpose and Scope of Data Processing
 (as per the specifications in the respective Order, which may be in addition to the below)

1. Scope of data processing

The Processor may be granted access to the ERP-system and other system data of the Controller in the context of the provision of Support Services and will collect administrative information related to the provision of Support Services (especially ticket information).

2. Procedures of data processing

The Support Services personnel of Processor may access Controller's instance or be provided Controller data excerpted from Controller's instance of the Celonis Software on a case-by-case basis if requested by the Controller in the context of Support Services (e.g. "shadowing"). In addition, personal data of Controller's employees issuing Support Services requests ("tickets") may be stored by Controller for the purposes of administrating the Support Services.

3. Purpose of data processing

Support of the Celonis Software through provision of Support Services for the Controller.

4. Type of data which is processed under the instructions of the Controller

- Name, first name
- identification number (e. g. ID, customer number, personnel number)
- Business address data (e. g. street, house number, ZIP code, place, post box)
- Communication data (e. g. phone, fax, cellphone, email)
- Log data
- Further data or categories of data (please specify):
- Usernames from the Controller's IT / ERP system

5. Data subjects affected by the order data processing

- Employees of the Controller
- Customers or vendors
- Further affected of categories of affected as may be specified in the Order

6. Data protection officer of the Processor

Last name, first name: Dr. Kraska, Sebastian
 Phone: +49 89 1891 7360
 Email: skraska@iitr.de

7. Contact person of the Processor

Last name, first name: Döring, Wolfgang
 Phone: +49 89 4161596 - 745
 Email: w.doering@celonis.com

8. Permitted Subcontractors

Processor may use the following sub-processors (based on the respective Service according to the relevant Order):

Subcontractor name and location	Description of the individual deliverables
Celonis B.V.'s- Hertogenbosch, The Netherlands	Support Services provision through employees of Celonis BV
HappyFox Inc., Irvine, CA, USA	Operation of the Support Ticketing-Tools