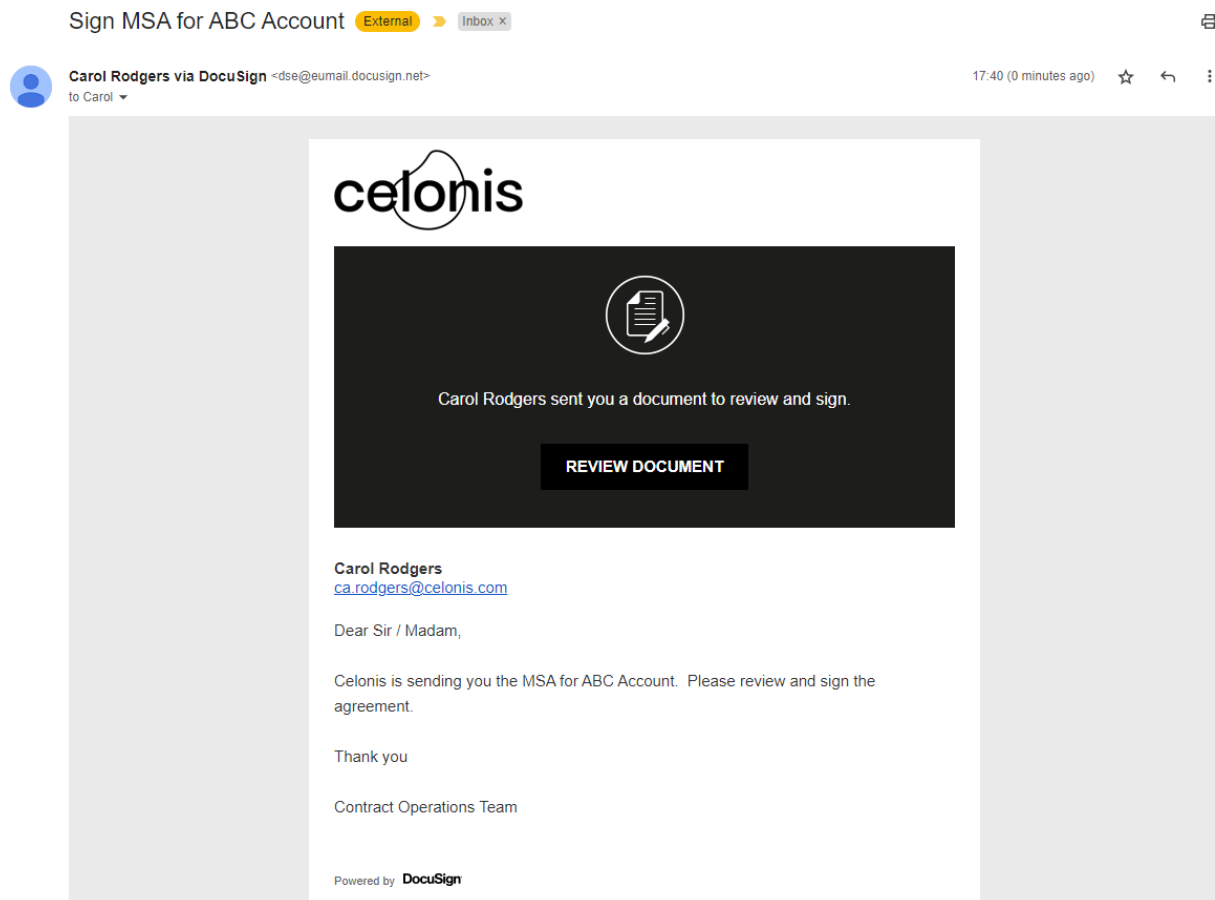




Celonis Signature Workflow

Many thanks for doing business with Celonis.

Celonis uses DocuSign to streamline the process of executing agreements with our Customers. As we near completion of negotiations, your Celonis Account Executive will reach out to you for details (name and email address) of your relevant authorized signatory. Once a final document is agreed, our DocuSign workflow will route the document to this signatory for review and signature. Your signatory will receive an email similar to the image below:



When the signatory selects the "Review Document" button, they will be taken to the full document online, and, once they have reviewed the document will be guided to the signature block to sign.

Click the "Continue" button to pass from the opening message to the document itself:

Please Review & Act on These Documents

Carol Rodgers
Celonis

celonis
Powered by DocuSign

Dear Sir / Madam,
[View More](#)

Please review the documents below.

TO YOUR INTERNAL ACCESS TO THE SERVICE (EFFECTIVE DATE)

CONTINUE OTHER ACTIONS ▾

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

2. Agreement.

21 This Agreement governs your access to and use of the Services specified in the applicable Order or purchased by You via an online platform. This Agreement will commence on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with section 10, or (ii) expiration of all Orders under this Agreement.

22 In the event of any inconsistency between this Agreement and an Order between You and Us, this Agreement shall take precedence over the Order, unless expressly indicated otherwise in such Order. Any terms included in your purchase order, general terms of business or other document issued by you is for your administrative convenience only and will not be binding on us.

3. Our Obligations.

31 During the Subscription Term and subject to the terms and conditions of this Agreement and any limitations specified in an Order, We shall: (i) make the Services available to You in accordance with the Documentation and Service Level Agreement, (ii) provide Support Services in accordance with the Support Services description, and (iii) provide the professional services as further described in each Order.

32 We are solely responsible for all matters relating to the payment of Our employees and contractors, including without limitation providing compensation and other benefits such as vacation or sick pay, social security, medical care, unemployment or disability insurance, worker's compensation, health and welfare benefits, profit sharing, retirement/pension, or any employee stock option or stock purchase plans and complying with all other federal, state and local laws, rules and regulations governing such matters.

4. Rights of Access and Your Obligations

41 Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, You may enable User access to and use of the Services solely for Your internal business purposes in accordance with the limitations

Enter your title

FINISH OTHER ACTIONS ▾

🔍 🔍 📄 📁 🗑️ 🔄

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

10.9 Non-exclusive remedies. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

10.10 Force Majeure. Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or nonperformance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or nonperformance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance; and (iii) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event.

10.11 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 e-mail. E-mails to Us shall be directed to Our Chief Legal Officer at (legal@celonis.com), and e-mails to You shall be addressed to the administrative contact designated in Your Order. Notices relating to a party's indemnity obligations must be sent by registered mail and email.

10.12 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.

10.13 Counterparts. This Agreement may be signed in any number of copies and each shall be an original. All the copies shall together be one and the same agreement.

10.14 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.

FILL IN

celonis
Carol Rodgers
Sign
Sample Title
Jul 3, 2023 | 11:41 AM CEST

Click on the colored "Sign" box to insert your signature, and then click "Finish" in the top right-hand corner. Once all signatures are in place, a fully executed version will be sent to all signatories.

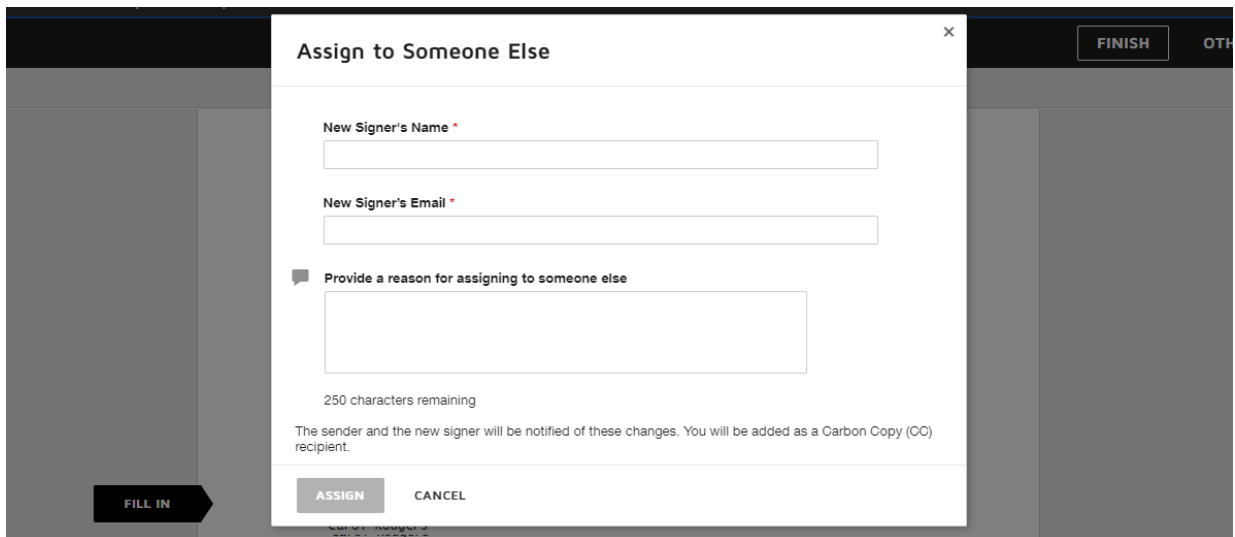
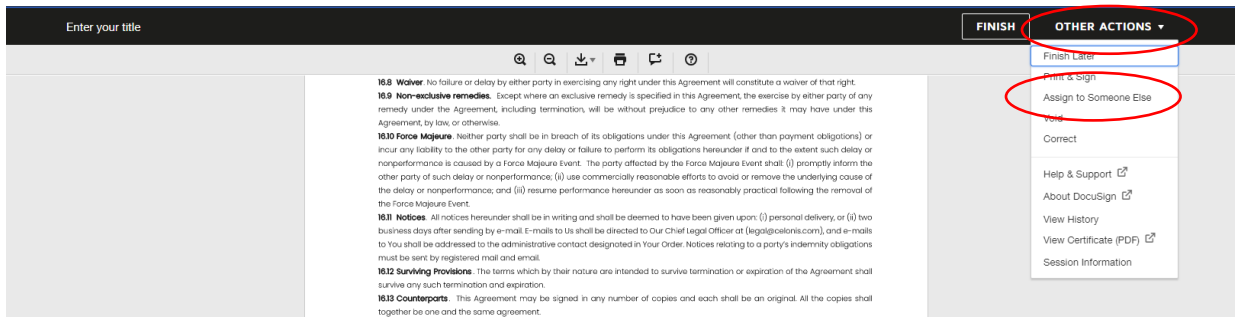
We are aware that you may have requirements of your own with regards to the tools and processes for signature. Please see below for suggested solutions to common scenarios.

1) Your signatory is out of office and is unable to sign

Please send an email to contracts@celonis.com, or advise your Account Executive, and we will re-route the document to a new signatory.

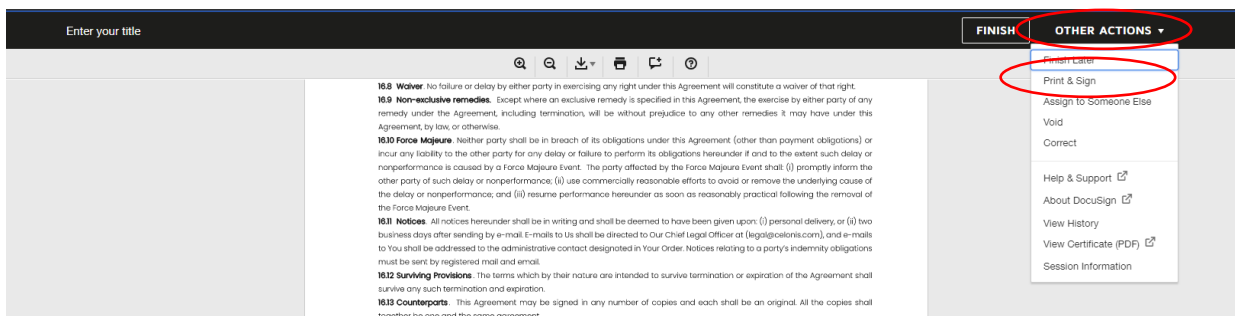
2) Your signatory wants to redirect to an alternate signatory

Ask your signatory to click on "Other Actions" in the top right-hand corner, and select "Assign to Someone Else". Enter the relevant details, and the system will redirect the signature request.

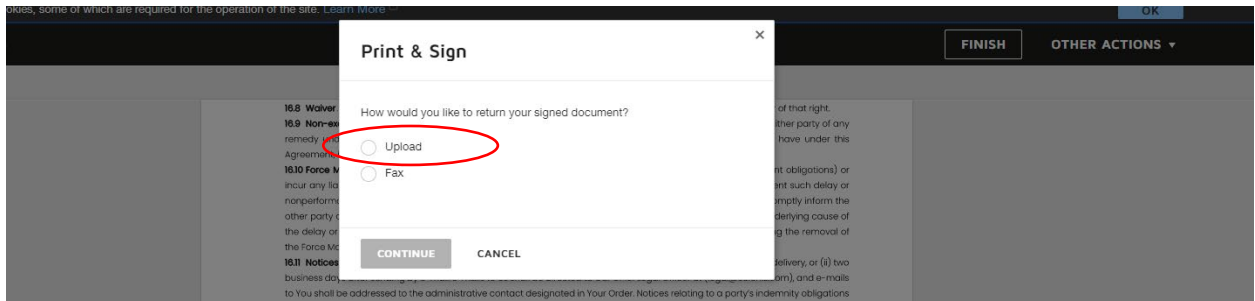


3) Your signatory is required to sign through your own e-signature process / tool

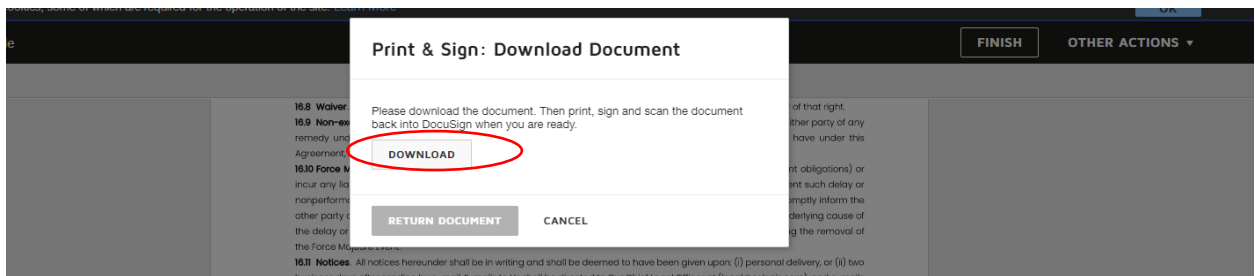
In this case, instead of providing the signatory's email address and contact details to your Celonis Account Executive, please provide the contact details for the person who will be responsible for coordinating your internal e-signature process. When the signature request email is received, your coordinator should select "Print and Sign" from the Other Actions menu.



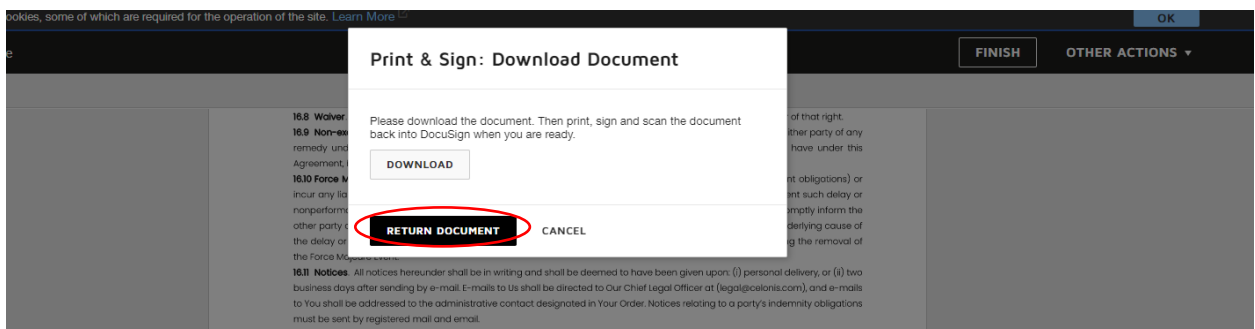
Check the box to say that you will upload the signed document:



Then click the Download button to download the document:



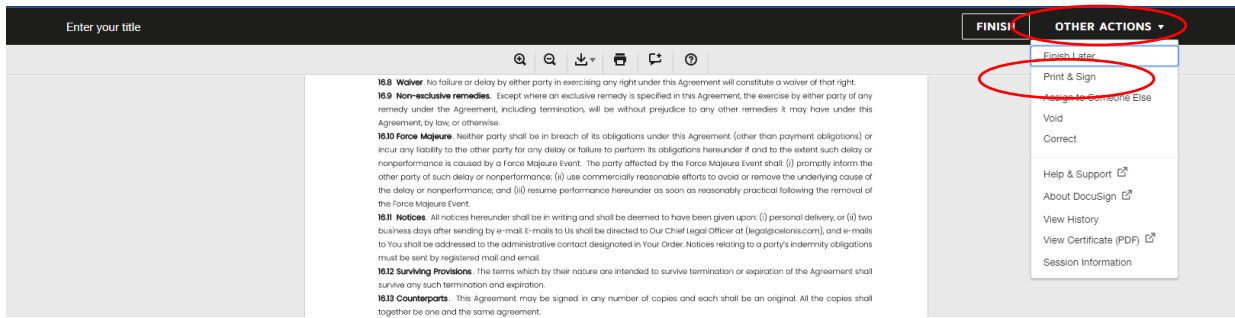
Use the downloaded document for your internal signature process. Once the document has been signed by your signatory through that process, return to the Celonis DocuSign page, go back to "Print and Sign", then select the "Return Document" button.



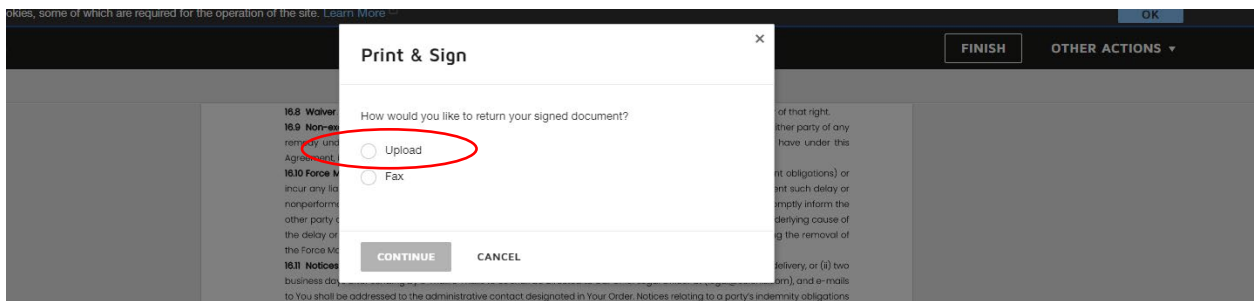
You will be guided through uploading the signed version of the document back into the Celonis workflow.

4) Your process requires that both the Celonis signature and your signature are managed through your e-signature process / tool

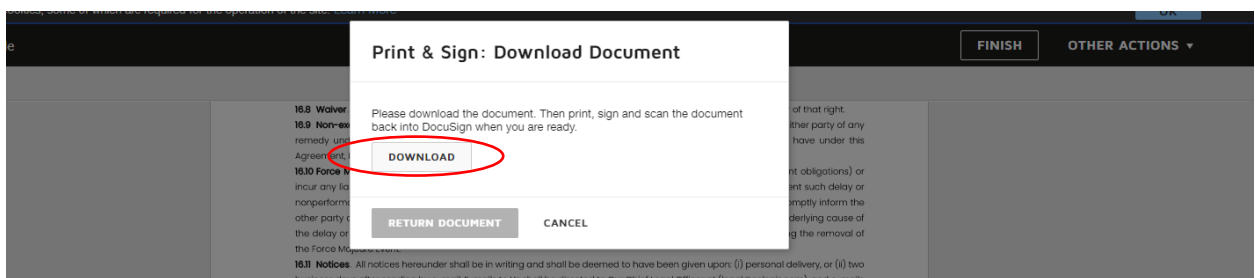
Similar to the above scenario, in this case, instead of providing the signatory's email address and contact details to your Celonis Account Executive, please provide the contact details for the person who will be responsible for coordinating your internal e-signature process. When the signature request email is received, your coordinator should select "Print and Sign" from the Other Actions menu.



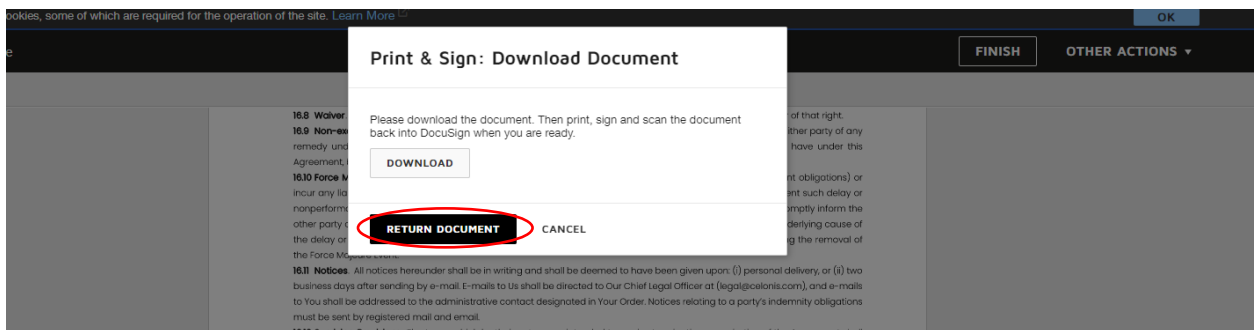
Check the box to say that you will upload the signed document:



Then click the Download button to download the document:



Use the downloaded document to initiate your internal and external signature process. Once the document has been signed by both parties through that process, return to the Celonis DocuSign page, go back to "Print and Sign", then select the "Return Document" button.



You will be guided through uploading the signed version of the document back into the Celonis workflow.

5) Your process requires wet (ink) signature



Follow the process outlined in 3) above, however instead of routing the downloaded document through your internal e-signature toolset, print the document for signature. Once signed, scan and re-upload the signed version following the same steps as above.

Many thanks for your understanding in working with our process. Should you have any difficulties, please do not hesitate to reach out to contracts@celonis.com for further assistance.