



Celonis World Tour 2021 Sponsorship Terms

1. Cancellation. Once contracted, sponsor cancellations will not be accepted, and no refunds will be made. Under such condition, applicant agrees that Celonis is entitled to retain all payments as liquidated damage. Sponsor packages are subject to change. If changes are necessary, Sponsor will be notified and given the opportunity to cancel without penalty.

If Celonis changes the Event date or the Event location, or cancels the Event, Celonis' sole liability to participating Sponsors shall be to notify Sponsors as far in advance as practicable of such changes or cancellation. If the Event is cancelled, or the Sponsor cannot attend the Event during the rescheduled time or at the rescheduled site, Celonis' sole responsibility shall be to refund all payments previously paid by Sponsor.

Sponsor agrees that notwithstanding anything to the contrary, Celonis has the right, at its sole discretion, to refuse any Celonis' participation at the Event, or cancel the Agreement with no liability to Celonis except for any appropriate refunds of Sponsor fees paid. If Celonis cancels or reschedules the event, as set forth in this section, the Sponsor waives any and all claims for damages arising there from.

2. Conduct. Sponsor agrees that throughout the term of this Agreement, Sponsor's directors, officers and managers will not conduct themselves in a manner that is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, Celonis or the Event venue, their parent companies, subsidiaries or affiliates, and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in their best interests. Celonis shall use their good faith business judgment in determining whether the conduct of Sponsor's directors, officers or managers adversely affects Celonis, their parent companies, subsidiaries or affiliates, and upon such determination Celonis shall have the right to immediately terminate this Agreement without further liability.

Sponsor shall not market, advertise, promote, or distribute any products or services at the Event that are competitive to any Celonis software products or related services. Celonis will remove any sponsor, which, in their opinion, may detract from the general character of the Event as a whole, or consists of products or services in competition with their products or services or otherwise inconsistent with the purpose of the Event. Notwithstanding anything to the contrary in this Agreement herein, Celonis reserves the right and at their sole discretion to refuse or cancel any Sponsor's participation at the Event with no liability to Celonis except for any appropriate refunds of Sponsor fees paid.

3. Force Majeure. If, prior to the Event, the sponsor's space or the sponsor's materials, or any part thereof, shall be rendered unusable, destroyed or damaged by fire, acts of God, riot, terrorism, national disaster, strike, civil disorder, acts of the public enemy, or enactment, rule, order or act of government or governmental instrumentality (whether federal, state, local, or foreign), or any other emergency beyond Celonis' or the venue's control that makes it illegal, impossible or from a personal safety basis, inadvisable to perform the obligations under this Agreement (each a "Force Majeure Cause"), Celonis shall have the right within a reasonable time after the happening of such contingency and, while such contingency continues, to suspend or terminate the Agreement or such affected portion of the Agreement. Except as set forth herein, Celonis and Event venues shall not have any further liability or obligation to the Sponsor. In the event the Event has commenced, at the time of the Force Majeure Cause, or Celonis has incurred expenses which under the Agreement are the responsibility of Sponsor, then for the period of use until the time of termination, and to the extent Celonis has incurred such expenses, Sponsor shall be liable to Celonis, unless reimbursement is waived by Celonis. An informational picket line shall not be deemed a Force Majeure Cause.

4. General. All matters and questions not specifically covered by the Agreement or other provisions incorporated by reference are subject to resolution at the discretion of Celonis. The Agreement may be amended or supplemented by Celonis provided that the change does not have any impact on the contractual content that is material for the equivalency of the services rendered by Celonis and their remuneration and provided that such change is reasonably acceptable for Sponsor. All such amendments or additions shall be as equally binding on all parties affected, if

- i. Celonis has informed Sponsor about the change in writing, and
- ii. Sponsor did not expressly disagree in writing within two weeks after receipt of the change notice, and
- iii. Celonis has drawn attention to the consequence that not disagreeing in writing within two weeks after the receipt of the change notice will be deemed acceptance of the change.

5. Indemnification. Sponsor agrees to indemnify, defend and hold Celonis, its subsidiaries and affiliates, and their respective agents, officers, directors, employees, representatives, successors and assigns, and its designated agents acting for it in the management of The Event, harmless from and against all losses, damages, liabilities and claims relating to its participation in the Event and any negligence or willful misconduct on the part of Sponsor, its employees and agents.

6. Insurance. Sponsor shall obtain and maintain in effect (a) an insurance policy of Commercial General Liability form with a combined single limit of \$1,000,000 for bodily and/or personal injury or death and property damage, and (b) Workers' Compensation coverage with statutory limits. Upon request, Sponsor must provide Celonis with certificates of insurance evidencing these policies. Celonis will be notified in writing at least ten (10) days prior to cancellation of or any material change in these policies.

7. Limitation of Liability.

7.1

SUBJECT TO SECTION 7.4, CELONIS' AGGREGATE LIABILITY TO SPONSOR FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY SPONSOR (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SPONSOR UNDER THE AGREEMENT.

7.2

SUBJECT TO SECTION 7.4, IN NO EVENT WILL CELONIS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA), LOSS OF REVENUE, LOSS OF USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE AGREEMENT, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3

SPONSOR AGREES THAT, IN ENTERING INTO THE AGREEMENT, EITHER SPONSOR DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT OR (IF SPONSOR DID RELY ON ANY REPRESENTATIONS, WHETHER WRITTEN OR ORAL, NOT EXPRESSLY SET OUT IN THIS AGREEMENT) THAT SPONSOR SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) CELONIS SHALL HAVE NO LIABILITY TO SPONSOR OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THESE TERMS AND APPLICABLE ORDER. CELONIS SHALL HAVE NO LIABILITY TO SPONSOR FOR ANY LOSSES OR DAMAGES CAUSED BY SPONSOR'S DELAY OR FAILURE TO TIMELY PROVIDE ANY REQUIRED INFORMATION OR TO FULFIL SPONSOR'S OBLIGATIONS UNDER THIS AGREEMENT. SPONSOR AND CELONIS ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.4

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 SHALL NOT APPLY TO WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, PERSONAL INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

CELONIS SHALL HAVE NO LIABILITY TO SPONSOR UNDER THE AGREEMENT IF CELONIS IS PREVENTED FROM, OR DELAYED IN, PERFORMING CELONIS' OBLIGATIONS UNDER THE AGREEMENT OR FROM CARRYING ON CELONIS BUSINESS BY A FORCE MAJEURE EVENT.

8. Logo and Name Use. Pursuant to the terms of this Agreement, Celonis hereby grants to Sponsors the non-exclusive, non-transferable, limited term license to use the Event logo provided and to reference the Event only as to Sponsor's participation as a Sponsor at the Event and expressly not in relation to endorsement of any product or service. Use of the Event logos and names shall at all times adhere to the Celonis Partner Branding Guidelines. The limited term of the license shall expire the earlier of: (i) any breach of the terms of this Agreement; or (ii) at the conclusion of the Event. Sponsor grants Celonis a corresponding license and scope to use its name and logo as provided to Celonis solely in relation to the Event.

9. Release. Sponsor consents to and authorizes the use, reproduction, and public release, by Celonis of any and all recordings in whatever medium including video, audio or other transcript ("Recording") gathered in relation to the Event. Sponsor agrees all such recordings will be the property of Celonis and / or Celonis' affiliates, solely and completely. Sponsor ensures to obtain sufficient rights and releases from any employees and agents working with Sponsor at the Event, to grant Celonis and / or Celonis' affiliates a perpetual, unrestricted and royalty-free right to use their likeness, photograph, voice and or name in the Recording including any portion thereof, for advertising, publicity, trade or any other lawful purposes, in any medium now known or hereafter to be developed and do hereby release and discharge Celonis from any and all claims resulting from use of the recordings.

10. Fees and Payment. Celonis will invoice the sponsorship fees in advance. Unless otherwise agreed upon in the order form, all payments are due in full without deduction or set-off within 30 (thirty) days of the date of the respective invoice, but in any event before the Event. Some services may not be provided until full payment is received. The sponsorship fees do not include taxes and the Sponsor is responsible for all Taxes. If Celonis is required to pay taxes based on the services provided under these Terms, then such taxes shall be billed to and paid by the Sponsor. If a deduction or withholding is required by law, the Sponsor shall pay such additional amount and will ensure that the net amount received by Celonis equals the full amount which Celonis would have received had the deduction or withholding not been required. This Section shall not apply to taxes based on Celonis income.

11. Applicable Law; Venue. The Agreement is governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, NY, USA. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.