

General Terms for Celonis Professional Services - Celonis Inc.

1. Definitions.

All definitions used in these Terms have the meaning set out in **Annex A**.

2. Structure and Scope.

These Terms and an accepted Order are the Agreement between You and Us. When You would like to purchase Services from Us, we will discuss Your requirements and We will issue you with a draft Order setting out the scope of the Services. The draft Order is an offer from Us to supply and for You to purchase the Services set out therein and under these Terms. By signing the Order (manually or electronically) which references these Terms, You accept the Order and agree to be bound by the Agreement, from the date you sign the Order. We will provide you the Services as set out in the applicable accepted Order. The accepted Order shall reference these Terms and forms part of the Agreement.

3. Our Obligations.

- 3.1 We shall provide the Services (i) in accordance with the terms of the relevant Order and these Terms; (ii) in a professional manner by using at all times appropriately knowledgeable, qualified and trained staff; and (iii) using reasonable care and skill in accordance with generally accepted industry standards.
- 3.2 Where Celonis Work Results have been explicitly defined in the Order to form part of the Services, We shall deliver such Celonis Work Results in accordance with any applicable specifications agreed in the Order and the timelines agreed therein.
- 3.3 Unless explicitly agreed otherwise in an Order, Our Services are provided as consultancy and advisory services only, including where Celonis Work Results have been agreed.

4. Your Obligations.

- 4.1 Where specified in an Order, You will appoint a Project Manager, who will coordinate Your activities related to the Services. You will ensure that the same person acts as Project Manager for the duration of the applicable Services engagement; but if You need to change the Project Manager You must notify Us in writing in advance of such change. Your Project Manager will have the authority to contractually bind You on all matters related to the Services.
- 4.2 If at any time You or We are dissatisfied with the performance of one or more of Your or Our team members involved in the project for Services, the dissatisfied party shall promptly notify the other party in writing of such dissatisfaction. The other party shall promptly consider the issue and offer a reasonable remedy to cure the dissatisfaction, which may include replacement of such team member. If the issue is still not resolved, the parties shall escalate the issue to the Project Managers.

4.3 You shall:

- 4.3.1 cooperate with Us on any matters relating to the Services as set out in the Order and provide Us with prompt feedback to Our requests;
- 4.3.2 provide Us in a timely manner such access to Your premises and Customer Data, and such office accommodation and other facilities, as We reasonably request for the performance of the Services. In particular, where On-Site-Training Services are conducted by Us at Your location, You will make available suitable facilities at no charge;
- 4.3.3 provide Us in a timely manner such Customer Materials as We may request in connection with the provision of the Services; and
- 4.3.4 ensure that the Customer Materials are correct in all material respects, do not infringe any Intellectual Property Rights of any third party and do not breach any applicable law or regulation or any term of the Agreement.

- 4.4 If Our performance of Our obligations under an Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, We are not liable to You for any costs, charges or losses which may be sustained or incurred by You as a result of such delay or Our inability to perform the Services. Our time of performance shall be enlarged, if and to the extent reasonably necessary due to such acts or delays by You. Without prejudice to Our other rights or remedies, We will notify You of the estimated impact of any such delays on any performance schedule and fees.

5. Change Process.

- 5.1 If either party requests a change to the scope or execution of the Services, We shall, within a reasonable time, provide a written estimate to You of (i) the likely time required to implement the change; (ii) any variations to Our charges arising from the change; (iii) the likely effect of the change on the applicable Order; and (iv) any other impact of the change on these Terms.
- 5.2 The change shall not take effect until We have agreed with You an amendment to the Order in accordance with this Section 5 to incorporate the necessary variations to the charges, the applicable Order and any other relevant Sections of these Terms to take account of the change. If no amendment is agreed no changes to the scope of the Services will occur and the Services will be performed in accordance with the description of Services applying on the date on which the change request was requested.

6. Services Fees.

- 6.1 We will provide all Services on a time and material basis at Our then-current rates, unless otherwise agreed by You and Us in an Order. Our daily rates are calculated based on an 8 (eight) hour working day (excluding weekends and US public holidays). All Services are billed

in arrears on a monthly basis. Unless agreed otherwise the Service Fees exclude travel and accommodation costs and reasonable out of pocket expenses which will be borne by You.

- 6.2 You shall pay all invoices We submit to You for the Fees, in full and cleared funds, within 30 days of the date of the invoice.
- 6.3 We may, without prejudice to any other rights We may have, set off any of Your liability to Us against any liability that We may have to You. You may only set-off sums payable by Us to You which are undisputed or determined by final judgment, against any sums payable by You for the Services.
- 6.4 Without prejudice to any other rights We may have, We may (i) charge You interest at the rate of 12% per annum or the lesser amount as required by applicable law from time to time on any overdue sums from the due date until the date of receipt of payment by Us (inclusive); and (ii) suspend the Services until all payments have been made in full.
- 6.5 Fees for the Services exclude Taxes. If We are required to pay Taxes based on the Services provided under these Terms, then We will bill such Taxes to You and You will pay such Taxes; however this shall not apply to taxes based on Our income.

7. Intellectual Property Rights.

- 7.1 All Intellectual Property Rights in the Celonis Software, Celonis Materials and Celonis Work Results are owned by and shall remain the sole and exclusive property of Celonis SE or its licensors.
- 7.2 Unless otherwise agreed to in writing in an Order, upon full payment of the Fees in respect of the Services, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Celonis Work Results for Your and Your directly and indirectly controlled Affiliates' own internal business purposes. Only to the extent required to use the Celonis Work Results as per the applicable Order, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Celonis Materials.
- 7.3 If the Celonis Work Results include Software and Documentation, You:
 - 7.3.1 shall not decompile or reverse engineer the Software (unless expressly permitted by applicable law), nor analyze or transfer to third parties any source code that We may have made available to You;
 - 7.3.2 shall only make copies of the Software, Documentation and other materials We make available to You for Your internal backup or archiving purposes;
 - 7.3.3 shall keep all information in respect of the Software, Your applied methods and any processes and all Documentation and materials confidential and shall undertake all required activities to ensure that no third party gains any access to the Software, Documentation or other materials; and
 - 7.3.4 acknowledge that You will be liable to Us for any damages We may incur due to Your unauthorized use of the Software, source code, Documentation or other materials

We provided to You, including but not limited to any provision by You of the Celonis Software or its documentation, source code or Celonis Materials to any third parties.

- 7.4 All Intellectual Property Rights in Customer Materials are owned by and will remain with You or Your licensors. You hereby grant (or shall procure that the owner of the Intellectual Property Rights therein shall grant) to Us a non-exclusive, non-transferable, worldwide and royalty-free licence to use the Customer Software and Customer Materials free of charge for the term of the applicable Order, to permit Us to perform Our obligations under such Order.
- 7.5 Nothing in the Agreement shall be construed so as to prevent Us from using techniques, ideas and other know-how gained during the performance of an Order in the furtherance of Our own business to the extent that such use does not result in a disclosure of Confidential Information in breach of Section 11 or any infringement of Your or Your licensors' Intellectual Property Rights.

8. Limited Warranty.

- 8.1 We warrant that Our Services will be performed in a professional workman-like manner with reasonable skill and care.
- 8.2 Where Celonis Work Results are agreed in an Order, We warrant that the Celonis Work Results will materially conform with the specifications specified in the applicable Order for a period of ninety (90) from delivery of the Celonis Work Results.
- 8.3 We do not warrant that the Services or Celonis Work Results will be error-free or uninterrupted or that We will correct all non-conformities.
- 8.4 In the event of a breach of a warranty under Sections 8.1 or 8.2, and if You notify Us in writing within ninety (90) days of delivery of the Service or Celonis Work Result of the alleged warranty breach and provide Us with a precise description of the problem and all relevant information reasonably necessary for Us to rectify such warranty breach, We shall, at Our option and expense, either
 - 8.4.1 re-perform the applicable Services or Celonis Work Result so that they conform to the warranty; or
 - 8.4.2 refund the Fee paid in respect of the non-conforming Service or Celonis Work Result.

THE REMEDY STATED IN THIS SECTION 8.4 IS OUR ONLY LIABILITY TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY BREACH.

- 8.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THIS SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMED BY US, OUR AFFILIATES AND SUPPLIERS.

9. Limitation of Liability.

- 9.1 SUBJECT TO SECTION 9.4, OUR AGGREGATE LIABILITY TO YOU FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU (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 YOU UNDER THE APPLICABLE ORDER IN WHICH THE LIABILITY ARISES.
- 9.2 SUBJECT TO SECTION 9.4, IN NO EVENT WILL WE 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.
- 9.3 YOU AGREE THAT, IN ENTERING INTO AN ORDER, EITHER YOU DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THESE TERMS OR AN APPLICABLE ORDER OR (IF YOU DID RELY ON ANY REPRESENTATIONS, WHETHER WRITTEN OR ORAL, NOT EXPRESSLY SET OUT IN THESE TERMS OR AN ORDER) THAT YOU SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) WE SHALL HAVE NO LIABILITY TO YOU OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THESE TERMS AND APPLICABLE ORDER. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES OR DAMAGES CAUSED BY YOUR DELAY OR FAILURE TO TIMELY PROVIDE ANY REQUIRED INFORMATION OR TO FULFIL YOUR OBLIGATIONS UNDER THESE TERMS OR APPLICABLE ORDER. YOU AND WE 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.
- 9.4 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 9 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.
- 9.5 WE SHALL HAVE NO LIABILITY TO YOU UNDER THE AGREEMENT IF WE ARE PREVENTED FROM, OR DELAYED IN, PERFORMING OUR OBLIGATIONS UNDER THE AGREEMENT OR FROM CARRYING ON OUR BUSINESS BY A FORCE MAJEURE EVENT.

10. Term and Termination.

- 10.1 Each Order shall take effect on the Order Date and remain in effect until any agreed end date specified in the Order or until

delivery of all Services contemplated by the Order are completed, unless terminated sooner in accordance with these Terms.

- 10.2 Without prejudice to any other rights or remedies to which We or You may be entitled, either You or We may terminate an Order without liability to the other at any time with immediate effect upon written notice if the other party:
- 10.2.1 is in material breach of any of its obligations under these Terms or the applicable Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or
 - 10.2.2 voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 10.3 Unless otherwise stated in an Order, each Order may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.
- 10.4 In the event We terminate an Order pursuant to Section 10.2 or You terminate an Order for convenience in accordance with Section 10.3 any prepaid Service Fees (in whatever form including without limitation in the form of allotments/contingents) shall be non-refundable and We shall be under no obligation to refund to You any such prepaid Service Fees even where as at the date of termination You have not yet called off all Services.
- 10.5 Upon expiry or termination of the Order
- 10.5.1 each party shall immediately return to the other all papers, materials, Confidential Information and other properties of the other held by it in connection with the performance of the Services;
 - 10.5.2 You shall promptly pay Us for all Services provided and Fees and expenses due up to the the date of termination; and
 - 10.5.3 neither party shall have any further right or obligation with respect to the other except as set out in this Section 10 and in such Sections of the Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement.

11. Confidentiality.

- 11.1 Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with the performance of the Agreement and to use such Confidential Information only to perform the Agreement. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Services. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the

original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its Representatives whose access is necessary to enable it to perform the Agreement and who are obliged to maintain confidentiality to a similar extent as provided herein. Each party will be responsible for its Representatives' compliance with the provisions of this Section 11.

- 11.2 A party that comes aware of a suspected or actual breach of confidentiality, misuse or unauthorized dissemination relating to the other party's Confidential Information shall inform the other party in writing without undue delay.
- 11.3 Section 11.1 above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (b) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) has become generally available to the public without a contractual breach by the receiving party; (d) at the time of disclosure, was known to the receiving party free of restriction; (e) the disclosing party has agreed in writing is free of such restrictions; or (f) has to be disclosed pursuant to statutory law or court, administrative or governmental order. In such event, the receiving party shall inform the disclosing party of the applicable provision or order without undue delay, to the extent legally possible, in order to enable the disclosing party to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information.
- 11.4 The obligations in this Section 11 shall apply for a period of 5 (five) years from first disclosure of the applicable Confidential Information. This Section 10 shall survive termination or expiry of the Agreement.

12. Customer Data and Data Protection.

- 12.1 To the extent We have access to any Customer Data in the provision of the Services, We shall use reasonable endeavors:
 - 12.1.1 to 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;
 - 12.1.2 to preserve the integrity of the Customer Data and to prevent the loss or corruption of the Customer Data; and
 - 12.1.3 to the extent any personal data is contained in Customer Data, comply with any applicable data privacy or protection laws in respect of Our access or use of such Customer Data.

13. Feedback.

During the term of each Order, You may provide or We may solicit Your input regarding Celonis Software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of Celonis Software, products and/or services, or input as to whether You believe Our development direction is consistent with Your own business and IT

needs (collectively "Feedback"). All Feedback is provided at Your sole discretion. In order for Us to utilize such Feedback, You grant to Us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to Our licensees and customers, under all relevant Intellectual Property Rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Our and Our sublicensees' products or services embodying Feedback in any manner and via any media We choose, without reference to the source. We shall be entitled to use Your and Your Representatives' Feedback for any purpose without restriction or remuneration of any kind. Except for the license granted above to use Feedback You provide at Our sole discretion, We acquire no title or interest in any of Your pre-existing or independently developed data, information, or Intellectual Property Rights under these Terms. You acknowledge that the information related to Celonis' Software, products, services, business or technology plans, disclosed to You in the provision of Services under the Agreement, is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding upon Us to any particular course of business, product strategy, and/or development.

14. General Provisions.

- 14.1 **Independent Contractors.** The relationship between You and Us is that of independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.
- 14.2 **Sub-Contracting.** We may subcontract all or part of the Services to be performed to a qualified third party. In this event, We will be liable for the services rendered by the third party.
- 14.3 **Assignment.** Except as permitted herein, neither party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, We may at any time upon notice to You assign or otherwise transfer Our rights and obligations under the Agreement to any of Our Affiliates or successors in business.
- 14.4 **Employment Liabilities.** Upon expiry, termination or assignment of an Order howsoever arising, each party shall be responsible for any Employment Liabilities arising in relation to its own staff during the Order and on the expiry or termination of such Order. Accordingly, each party shall indemnify, and hold the other party harmless, from and against all Employment Liabilities which the other party or its Representatives may incur arising from or in connection with the expiry, termination or assignment of an Order.
- 14.5 **Governing Law.** The Agreement shall be governed by the laws of the State of New York, excluding its conflicts of law principles, and we both agree that all disputes arising out of the Agreement shall be subject to the exclusive jurisdiction and venue in the federal and state courts within New York County, New York. We both hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts.

- 14.6 **Amendments.** Any amendments or additions to the Agreement must be made in writing and executed by duly authorised Representatives of both parties.
- 14.7 **Entire Agreement.** These Terms, together with any applicable Orders, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between these Terms and an Order, the Order shall take precedence over the Terms. Any purchase order, purchasing terms, general terms of business or other document issued by You is for administrative convenience only and shall not be binding on Us.
- 14.8 **Export Control.** Our Confidential Information, inclusive of all Services, Celonis Work Results and other Celonis Materials, are subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. You agree that You will not submit the Services, Celonis Work Results, other Celonis Materials or Our Confidential Information to any government agency for licensing consideration or other regulatory approval without Our prior written consent, and will not export such items to countries, persons or entities prohibited by such laws. You shall also be responsible for complying with all applicable governmental regulations and laws of the country where You are registered, and any foreign countries with respect to the Your and Your Affiliates' use of the Confidential Information, Services, Celonis Materials and Celonis Work Results and the provision by You and Your Affiliates of Customer Data.
- 14.9 **Severability.** Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.
- 14.10 **No Waiver.** No waiver by either party of any breach or default or exercise of a right of a party under the Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.
- 14.11 **Third Party Rights.** A person who is not a party to the Agreement has no rights to enforce, or to enjoy the benefit of, any term of the Agreement.
- 14.12 **Notices.** Except as otherwise specified in these Terms or an Order, all notices, permissions, and approvals 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 (provided e-mail shall not be sufficient for notices of termination of these Terms or an Order). E-mails to Us shall be directed to the CFO Office of Celonis (cfo@celonis.com), and e-mails to You shall be addressed to the administrative contact designated by You in the Order. Notices relating to the termination of the Agreement must be sent by registered mail.
- 14.13 **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 including without limitation the following Sections: Sections 7, 8, 9, 10, 11, 12, 13 and 14.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with, a party. "Control" for these purposes means direct or indirect ownership or control of more than fifty percent (50%) of the voting power or ownership interest in the entity.
2. **"Agreement"**: these Terms including all Schedules, the Orders entered into between You and Us and all other written schedules, annexes, attachments and amendments to the Orders or these Terms.
3. **"Celonis Materials"**: any software, programs, tools, systems, data, Celonis Confidential Information or other materials made available by Us to You in the course of the performance of an Order, but at all times excluding the Celonis Software.
4. **"Celonis Work Result(s)"**: work results We create in the provision of Services as described and specified in an Order, which may include but is not limited to Software (including its Documentation), presentations, modifications or other materials We create or modify (which may include under the performance of Our warranty obligations), but at all times excluding the Celonis Software.
5. **"Celonis Software"**: the Celonis standard software which may be licensed to You under a separate agreement(s) with Us or with one of Our resellers.
6. **"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, 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 disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 (ten) days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Our Confidential Information includes without limitation the Celonis Software and Documentation.
7. **"Customer Data"**: any data (which may include personal data) made available by You to Us pursuant to an Order, and any data generated by Us from such data in the performance of the Services.
8. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to an Order, and includes Customer Data.
9. **"Documentation"**: documents and materials which describe, explain or support the use of Software.
10. **"Employment Liabilities"**: includes all liabilities (including pension liabilities) connected with or arising from the employment of employees or the use or engagement of temporary, agency or other individual or contract workers and their health and safety at work including any requirement to inform or consult such individuals or their representatives.
11. **"Feedback"** has the meaning as set forth in Section 13 of these Terms.
12. **"Fees"**: the fees payable by You for the Services as set out in an Order.
13. **"Force Majeure Event"**: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.
14. **"Intellectual Property Rights"**: patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
15. **"Order"**: an order, statement of work or other service agreement or similar document agreed by the parties for the call-off of Services and which may further specify the Services to be provided by Us to You and forms part of the Agreement.
16. **"Order Date"**: the date the applicable Order takes effect as specified in the Order.
17. **"Reasonable Steps"**; those steps the receiving party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care.
18. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
19. **"Services"** the consulting and/or professional services related to the Celonis Software which may include installation and implementation services for Celonis Software, provided by Us to You as described in the applicable Order.
20. **"Software"** any software that has been developed for You as a Celonis Work Result under an Order; but at all times excludes the Celonis Software.
21. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes based on this Agreement, or use or receipt of the Services or Celonis Work Results.
22. **"Terms"**: these General Terms and Conditions for Celonis Professional Services, as may be amended by Us from time to time.
23. **"We," "Us," "Our"** or **"Celonis"**: Celonis Inc., a Delaware corporation with its principal place of business at 1820 Avenue M Unit #544 in Brooklyn, NY 11230, United States of America.
24. **"You"** or **"Your"**: the company or other legal entity for which you are accepting these Terms and any Orders, and Affiliates of that company or entity which have signed Orders.

