

Celonis Academic Alliance License Agreement

1. PREAMBEL

- 1.1 Celonis is a leading supplier for enterprise-ready process mining solutions. Through Celonis technology users get full transparency about their actual processes. Celonis offers with its unique software Celonis Process Mining the world's most powerful Big Data analytics tool for optimizing IT-driven processes in businesses and other organizations. Further information is available from www.celonis.de.
- 1.2 Celonis is committed to support the academic research and education regarding process mining. With this agreement Celonis provides the Academic User with an access to the Celonis Academic Alliance program for the purpose of academic education and research. By acceptance of this agreement the Academic User applies to become part of the Celonis Academic Alliance program and therefore gain the right to use Celonis software/services as made available via this program for his academic research and education.
- 1.3 "Celonis Materials" means any software, services, programs, tools, systems, data or other materials made available by Celonis to the Academic user in the course of the performance of this agreement or the Celonis Academic Alliance program including, but not limited to, the software and documentation, as well as any information, materials or feedback provided by the Academic User to Celonis relating to the Software and documentation.

2. LICENSE GRANTED TO THE ACADEMIC USER

- 2.1 Subject to the Academic User's compliance with all the terms and conditions of this agreement, Celonis grants the Academic User a non-exclusive, non-transferable, any-time revocable license to use the Celonis Materials available via the then-current Celonis Academic Alliance program for the purpose of his academic research and education.
- 2.2 The usage right of all Celonis Material provided via the Celonis Academic Alliance program is restricted to the institute/person of the Academic User for the purpose of his academic research and education. A commercial or productive use (e.g. in projects for third parties, consulting work or such) or use for a third party is not allowed.

Please note: If you are in doubt if your project is covered by this license please write to Celonis. Celonis may also issue written waivers for specific projects, which can extend the usage rights for specific projects (e.g. research projects with industry involvement or such).

- 2.3 The Academic User shall not copy, translate, disassemble, or decompile, nor create or attempt to create the source code from the object code of the Software in any manner. Reverse engineering of the Software and other Celonis Materials is prohibited. For accessible source code the Academic User must not analyze it nor make it available to any

third party. The Academic User is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media. The Academic User must not change or remove Celonis's copyright and authorship notices.

- 2.4 The Celonis Materials, and all intellectual property rights embodied in the foregoing, shall be the sole and exclusive property of Celonis and subject to any rights expressly granted to the Academic User in Section 2.1 herein. The Academic User is not permitted to modify or otherwise make derivative works of the Celonis Materials. Any such unauthorized works developed by the Academic User, and any intellectual property rights embodied therein, shall be the sole and exclusive property of Celonis.
- 2.5 Celonis retains all rights regarding the Celonis Materials. No part of this agreement may override this rule nor be interpreted in a different manner. The transfer of right out of this agreement, especially regarding the transfer of Celonis software, source code or documentation to a third party, is prohibited unless the transfer is approved by Celonis in writing.
- 2.6 The Academic User shall fully indemnify Celonis against all losses arising from claims due to abusive use of the Celonis Materials, especially violations of the granted license rights, making Celonis software, source code or any other intellectual property unauthorized available to third parties.
- 2.7 The Academic User agrees – even after the termination of this agreement – not to do anything to prejudice or damage the goodwill of the trademarks or intellectual property or the reputation of Celonis. Neither shall the Academic User support any third party's attack on the Celonis' trademark or intellectual property. If the Academic User becomes aware of any infringement of the Trademark or the Intellectual Property by any other party, the Academic User shall immediately notify Celonis thereof in writing.
- 2.8 The Academic User grants Celonis the right to audit, if the Academic User has fulfilled the obligations of this agreement. The Academic User will support such an audit by providing access to all relevant information and employees. Celonis will pay for the costs of such an audit unless a breach of contract by the Academic User has been identified.

3. PARTICIPATION IN THE CELONIS ACADEMIC ALLIANCE

- 3.1 By using the Celonis Material provide via the Celonis Academic Alliance program the Academic User agrees to be bound by the terms of this agreement.
- 3.2 The Academic User must not use the Celonis Materials without accepting this agreement.

3.3 The Academic User agrees that Celonis uses his logo as part of the Academic Alliance program and will supply him with information regarding the Academic Alliance program.

4. TERM AND TERMINATION

4.1 This agreement will commence on the date when the first Celonis Materials are made available to the Academic User and continues as long as the Celonis Materials are available to the Academic User.

4.2 Celonis retains the right to terminate this agreement at any point in time. Celonis also retains the right to modify, restrict or revoke the license granted for any Celonis Material at any point in time.

4.3 The obligations under this agreement which by their nature (e.g. protection of confidential information) are intended to survive will survive termination of the agreement for any reason.

5. WARRANTY/LIABILITY

5.1 Celonis assumes no warranty on Celonis Materials provided to the Academic User (e.g. availability of the Celonis OnDemand platform, security of the data, functionality, etc.). The Celonis software and services are provided to the Academic User on an "as-is" and best effort basis.

5.2 The Academic User acknowledges that the Celonis OnDemand platform for Academic Users is a system shared by many users from the academic community and hence the uploaded data can be accessed by other users as well. It is the sole responsibility of the Academic User to back up his data and results as well as to ensure their confidentiality.

5.3 CELONIS DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

5.4 ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES FROM DEATH OR PERSONAL INJURY ARISING FROM CELONIS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL CELONIS BE LIABLE TO THE ACADEMIC USER FOR AN AMOUNT OF DAMAGES IN EXCESS OF 5,000 EURO OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.

6. CONFIDENTIAL INFORMATION

- 6.1 "Confidential Information" means, with respect to Celonis, all information which Celonis protects against unrestricted disclosure to others, including but not limited to: (a) the software and documentation and other Celonis Materials, including without limitation the following information regarding the software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of Celonis; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to Celonis subject to an applicable confidentiality obligation to such third party). With respect to the Academic User, "Confidential Information" means all information which the Academic User protects against unrestricted disclosure to others and which (i) if in tangible form, the Academic User clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), the Academic User identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within ten (10) calendar days of any such disclosure.
- 6.2 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this agreement. Any reproduction of any Confidential Information of the other part shall remain the property of the disclosing party and 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 (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means 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. Confidential Information of either party disclosed prior to execution of this agreement shall be subject to the protections afforded hereunder.
- 6.3 The above restrictions on the use or disclosure of the Confidential Information 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, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this

Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

7. MISCELLANEOUS PROVISIONS

- 7.1 In all matters relating to this agreement, both parties will act as independent contractors. The parties agree that this agreement does not create any authority to assume or create any obligation, expressed or implied, on behalf of the other party. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, and neither party will represent itself or the other party as an agent, employee, franchisee, fiduciary, franchisor, or in any other capacity.
- 7.2 The rights and obligations under this agreement shall not be assigned or transferred, unless mutually agreed otherwise by the parties in writing.
- 7.3 Only claims accepted by the other party to a set-off or claims which are ascertained in a legally binding way shall be subject to setting-off.
- 7.4 This agreement is governed by German law under exclusion of the rules of the German private international law and the UN Sales Convention (CISG). Place of jurisdiction is Munich, Germany.
- 7.5 This agreement constitutes the complete and exclusive statement between Celonis and the Academic User regarding the subject matter herein, and all previous representations, discussions, and writings are merged in and superseded. Any general terms and conditions of the Academic User are excluded. Amendments or alterations of this Agreement must be made in writing. This also applies to this written form requirement itself. All waivers must be in writing. The waiver by either party of any default or breach of this agreement shall not constitute a waiver of any other or subsequent default or breach.
- 7.6 Celonis is entitled to change any appendix of this agreement or the Academic Alliance Program at any time. The Academic User shall be obliged to solely apply the new requirements within 4 weeks after such a change.
- 7.7 If any item or provision contained in this agreement or any part thereof shall be declared or become unenforceable, invalid or illegal for any reason whatsoever including, but not detracting from, the generality of the foregoing a decision by the competent domestic or European courts an Act of Parliament, European Economic Community legislation or any statutory or other by laws or regulations or any other requirements having the force of law, the other terms and provisions of this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision appearing herein.