



## Early Customer Engagement Agreement

Last Updated: May 23, 2024

BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE ACKNOWLEDGING THIS AGREEMENT, OR (2) USING OR ACCESSING AN EARLY CUSTOMER ENGAGEMENT PROGRAM IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE EARLY CUSTOMER ENGAGEMENT PROGRAM. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY.

This Early Customer Engagement Agreement (the "**Agreement**") is a legal document that describes the terms and conditions under which Celonis offers beta, limited availability, private preview or other pre-release features, services, software or third party offerings as determined by Celonis in its sole discretion (each, an "**Early Customer Engagement Program**") and is effective as of your initial access to or use of the applicable Early Customer Engagement Program ("**Effective Date**"). Any feature marked as Public Preview is subject to the [Celonis Public Preview Terms of Use](#). Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the then-current version of the Celonis Master Services Agreement found at <https://www.celonis.com/terms-and-conditions/>.

- 1. GENERATIVE AI.** To the extent You participate in the testing or evaluation of pre-release features, functions or capabilities that use generative artificial intelligence or similar technologies (each, a "**Pre-release AI Feature**"), the Celonis Artificial Intelligence Addendum ("**AI Addendum**") found at <https://www.celonis.com/terms-and-conditions/celonis-services/> additionally applies. If and to the extent You are entitled to continue using a Pre-Release AI Feature after it is made generally available to the public for commercial use, the then-current version of the AI Addendum will apply to Your continued use notwithstanding any expiration or termination of this Agreement.
- 2. DISCLAIMERS.** EARLY CUSTOMER ENGAGEMENT PROGRAMS MAY NOT OPERATE CORRECTLY AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. THEY MAY BE SUBSTANTIALLY MODIFIED PRIOR TO BEING MADE GENERALLY COMMERCIALY AVAILABLE OR WITHDRAWN ALTOGETHER. EACH EARLY CUSTOMER ENGAGEMENT PROGRAM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OR SUPPORT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY TERMS IMPLIED BY STATUTE OR COMMON LAW REGARDING QUALITY, FITNESS, MAINTENANCE, OR USE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW.
- 3. PROPRIETARY RIGHTS.** We are and remain exclusive owners of all right, title and interest (including without limitation the Proprietary Rights) in and to the Early Customer Engagement Program(s), including all modifications and derivatives thereto. You agree to keep confidential and not disclose the existence of the Early Customer Engagement Program(s) or any non-public information or communication related thereto to any third party. You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data. Subject to this Agreement, You hereby grant Us and Our Representatives the right to access, use, process, aggregate and anonymize Customer Data and information derived from Your use of an Early Customer Engagement Program to: (a) maintain and provide the Early Customer Engagement Program(s); (b) improve and develop Our products, services and features; and (c) perform such other actions as authorized by You in writing. No rights are granted to Us other than as expressly set forth herein.
- 4. ACCESS AND FEEDBACK.** Subject to the terms of this Agreement, during the Term (defined below) Celonis grants You a non-exclusive, non-transferable right to access and use the Early Customer Engagement Program(s) for Your internal testing and evaluation only. No rights are granted to You other than as expressly set forth herein. You shall have sole responsibility for: (i) monitoring, controlling and removing User access to the Early Customer Engagement Program(s); (ii) the accuracy, quality, and legality of all Customer Data; and (iii) obtaining any legally-necessary consents from, and providing required privacy notices to, any party whose Personal Data You input into the Early Customer Engagement Program(s) or otherwise provide to Us. The data processing agreement signed by You and Celonis shall apply to the extent Personal Data is processed by Us during an Early Customer Engagement Program. If You do not have such an agreement with Celonis, the terms of the Celonis Data Processing Agreement shall apply. You agree to provide prompt feedback to Celonis regarding the Early Customer Engagement Program(s) ("**Feedback**") in a format and frequency reasonably requested by Us. You additionally agree that We may use such Feedback for any legitimate purpose in Our sole discretion, provided We do not identify You as the source of such Feedback.

5. **LIMITATION OF LIABILITY.** THE ENTIRE RISK ARISING OUT OF THE USE OF ANY EARLY CUSTOMER ENGAGEMENT PROGRAM REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL CELONIS OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM USE OF THE EARLY CUSTOMER ENGAGEMENT PROGRAM(S), WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.
6. **TERM AND TERMINATION.** Either party may terminate this Agreement and Your related access to an Early Customer Engagement Program at any time and for any reason without penalty upon written notice to the other party. Unless otherwise agreed in writing by Celonis, each Early Customer Engagement Subscription shall commence on the Effective Date and automatically expire fourteen (14) days after the Early Customer Engagement Program is made generally available to the public for commercial use (the "Term"). Upon termination of this Agreement or expiration of an Early Customer Engagement Program, You shall immediately cease use of and access to the applicable Early Customer Engagement Program and destroy or return all Celonis Materials relating to such program.
7. **MISCELLANEOUS.** This Agreement may be updated from time to time upon notice to you in release notes, in your customer support portal or by posting an updated version of this Agreement on Our website. This Agreement constitutes the entire agreement between You and Celonis with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. You acknowledge that any breach of Your obligations under this Agreement with respect to the Proprietary Rights of Celonis will cause Celonis irreparable injury for which there are inadequate remedies at law, and, therefore, Celonis will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity. Excluding conflict of laws rules, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, USA and the parties submit to the exclusive jurisdiction of the courts located in New York, NY. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
8. **SURVIVAL.** The terms which by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination and expiration.