



Celonis Proof-of-Value Agreement

BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES IN WHOLE OR IN PART AS PART OF A PROOF OF VALUE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE SERVICES. 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 AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF (A) THE EFFECTIVE DATE OF THE FIRST ORDER REFERENCING THIS AGREEMENT, OR (B) YOUR INITIAL ACCESS TO THE SERVICE FOR A PROOF OF VALUE ("EFFECTIVE DATE").

1. **Purpose and Scope.** This POV Agreement sets out the terms and conditions under which We will provide You access to and use of the Celonis software-as-a-service platform ("Services") and Early Customer Engagement Programs (defined below) for the sole purpose of Your conducting a proof of value ("POV") to evaluate whether Our Services meet Your business and information security requirements ("Purpose").
2. **Rights of Access and Description of Proof of Value.**
 - 2.1 Subject to the terms of this POV Agreement, and during the term agreed by the parties, Your internal users may access and use the Services solely for the Purpose. Use is limited to the internal business process(es) (each, a "Process") for which Your access was granted.
 - 2.2 The data and information provided by You to Us and/or input, uploaded and/or shared by You, Your users or Us on Your behalf ("Customer Data") will be hosted in a password-secured tenant within the cloud environment in which the Services operate ("Celonis Team"). You shall: (i) have sole responsibility for the accuracy, quality, and legality of all Customer Data; (ii) be solely liable for making appropriate backups of Customer Data; and (iii) obtain any legally-necessary consents and/or provide required privacy notices to any party whose Personal Data (defined below) you input into the Service or otherwise provide Us.
 - 2.3 During the term of the POV, We will identify, quantify, validate and recommend improvement and efficiency opportunities and business cases most appropriate to extracting value in Your business based on analyses created by Your use of the Services. Activities performed during the POV will be split into phases agreed between the parties. These activities will be carried out in collaboration with Your project team and IT experts through a series of workshops and discovery meetings. The level of participation of Your key business owners and IT representatives during the workshops and discovery meetings is directly related to the success of the POV and is strongly encouraged.
 - 2.4 To the extent We make any Early Customer Engagement Programs available to You as part of a POV, the Early Customer Engagement Agreement found at <https://www.celonis.com/terms-and-conditions/celonis-services/> shall apply to, and govern, Your use of such Early Customer Engagement Programs. "Early Customer Engagement Programs" are defined in the Early Customer Engagement Agreement.
 - 2.5 The Celonis Artificial Intelligence Addendum found at <https://www.celonis.com/terms-and-conditions/> (the "AI Addendum") outlines additional terms and conditions applicable to AI Features. The AI Addendum forms part of this Agreement if and to the extent AI Features are enabled in Your Celonis environment. "AI Features" means any products, features and functionality included as part of the Services that use generative artificial intelligence or similar or successor technologies, which may be labeled or otherwise described as Celonis AI. If You are entitled to continue using an AI Feature after the expiration or termination of this agreement, the then-current version of the AI Addendum will apply to Your continued use notwithstanding such expiration or termination of this Agreement.
3. **Data Protection.**
 - 3.1 In the performance of this POV, We shall maintain appropriate administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including but not limited to measures designed to protect against the unauthorized access to or disclosure of Customer Data.
 - 3.2 The data processing agreement signed by You and Celonis shall apply to the extent Personal Data contained in Customer Data is processed by Us in the performance of a POV. If You do not have such an agreement with Celonis, the terms of the Celonis Data Processing Agreement found at <https://www.celonis.com/terms-and-conditions/> shall apply. As used herein, "Personal Data" means any data or information relating to an identified or identifiable living person as defined under applicable data protection laws. All references to "the Agreement" in the Data Processing Agreement shall be deemed to refer to this POV Agreement solely for this POV. Your use of the Services is subject to the terms of the [Celonis Privacy Notice](#).

3.3 At the conclusion of the POV, We may, but are not obligated to, retain Your Celonis Team, Customer Data and any analysis generated during the term of the POV (collectively the "POV Content") for a maximum period of nine (9) months (the "Dormant Period") unless You otherwise request return or destruction of the POV Content in writing. The POV Content may not be accessed by You or Us during the Dormant Period and will remain subject to Section 5 (Confidentiality) until returned or deleted. If You purchase Services during the Dormant Period, We will reactivate Your Celonis Team and transfer the POV Content to a productive Celonis Team instance; if You do not, We will delete or destroy the POV Content without liability or further notice.

4. Proprietary Rights.

4.1 As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data. During the term of this POV Agreement, You grant Us, Our Affiliates and Our subcontractors a worldwide, non-exclusive, non-transferable license to access, use, process, aggregate and anonymize Customer Data and information derived from Your use of the Services for the purposes of: (a) maintaining and providing the Services; (b) metering Your consumption and ensuring compliance with any limitations agreed between the parties; (c) improving, modifying and developing Our products, services and features, and (d) as otherwise authorized by You in writing. No rights are granted to Us other than as expressly set forth herein. As used herein, "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with Us, but only for so long as such control exists, "Control," means direct or indirect ownership or control of more than 50% of the voting interests and "Proprietary Rights" means rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

4.2 As between You and Us, We are and remain exclusive owners of all right, title and interest (including without limitation the Proprietary Rights) in and to the Services. We have, and may in the course of performing the Services, develop certain general ideas, concepts, know-how, methods, techniques, processes and skills pertaining to the Services ("Residual Knowledge"). We shall not be prohibited or enjoined from using Residual Knowledge, other than Your Confidential Information (defined below), for any purpose, including providing services to other customers. No rights are granted to You other than as expressly set forth herein.

4.3 To the extent You provide feedback regarding Our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or other products (collectively "Feedback"), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. We are under no obligation to use the Feedback.

5. Confidentiality.

5.1 "Confidential Information" as used herein means 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, know-how, 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 identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Confidential information excludes aggregated and anonymized information collected, processed or disclosed pursuant to the terms this POV Agreement.

5.2 Each party retains all Proprietary Rights in and to its Confidential Information. Except as expressly authorized herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors ("Representatives") who have a need to know such information for purposes of performing under this POV Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this POV Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties will ensure that their Representatives comply with this POV Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

5.3 Upon request, the receiving party shall destroy or return to the disclosing party all materials containing any of the disclosing party's Confidential Information. A party's obligation to return or destroy Confidential Information does not apply to the extent: (i) required by applicable law or regulation, or (ii) contained in archived computer system backup

made in accordance with the receiving party's security or disaster recovery procedures, provided in each case that any retained Confidential Information shall remain subject to the confidentiality obligations of this POV Agreement until so returned or destroyed. The parties acknowledge that unauthorized disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure, the disclosing party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

- 6. **No Warranty.** THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 7. **Limitation of Liability.**
 - 7.1 **GENERAL LIMITATION.** IN NO EVENT SHALL OUR AGGREGATE LIABILITY OR THAT OF OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS POV AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE BY YOU UNDER THIS POV AGREEMENT (IF ANY). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY. 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.
 - 7.2 **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, LOSS OF REVENUE, OR COSTS OF COVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 7.3 **EXCLUSIONS.** THE LIMITATIONS IN SECTION SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- 8. **Governing Law and Jurisdiction.**
 - 8.1 The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this POV Agreement. In the event of a conflict between any mandatory statutory law in the country where You are domiciled and the provisions of this POV Agreement, the statutory law shall prevail, but only to the extent: (i) such statute is directly applicable to You and to the Services, and (ii) the parties are legally unable to contractually deviate from such statute(s) in this POV Agreement.
 - 8.2 Excluding conflict of laws rules, this POV Agreement shall be governed by and construed as follows:

If You are domiciled in:	Governing Law	Courts with exclusive jurisdiction
North or South America	New York State	New York City, USA
Japan	Japan	Tokyo, Japan
Germany	Germany	Munich, Germany
Any other jurisdiction	England and Wales	London, UK

- 9. **General Provisions**
 - 9.1 **Termination.** Either party may terminate this POV Agreement for convenience and without cause or penalty by providing the other party written notice thereof.
 - 9.2 **Entire Agreement.** This POV Agreement constitutes the entire agreement between the parties regarding the POV and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof.
 - 9.3 **Severability.** If any court of competent jurisdiction finds any provision of this POV Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this POV Agreement, but the other provisions of this POV Agreement shall remain in full force and effect.
 - 9.4 **Surviving Provisions.** The terms which by their nature are intended to survive termination or expiration of this POV Agreement shall survive any such termination and expiration.