



Professional Services Agreement

1. Definitions

All definitions used in the Agreement are specified in Annex A.

2. Structure and Scope

This Professional Services Agreement (this "Agreement") is by and between Customer ("You"), and Celonis, Inc. or Lenses.io as specified in the signature block below. This Agreement, together with any accepted Order, comprises the full and complete understanding between You and Us regarding the subject matter hereof. By signing an Order (manually or electronically) referencing this Agreement, You accept the Order and agree to be bound by this Agreement.

3. Our Obligations

- 3.1 We shall provide Professional Services as described in each Order. We shall determine the manner and means of performing and providing the Professional Services and shall use commercially reasonable efforts to provide the Professional Services in accordance with any agreed or estimated time schedules set forth in the applicable Order. Any estimates in an Order are for informational purposes only and may change depending on the requirements of the project.
- 3.2 Unless explicitly agreed otherwise in an Order, Our Professional Services are provided as consultancy and advisory services only, e.g. implementation and configuration support relating to Our Lenses Products, and shall in no event be considered a "works made for hire" engagement.

4. Your Obligations

- 4.1 Where specified in an Order, You will appoint a Project Manager, who will coordinate Your activities related to the Professional Services. You will ensure that the same person acts as Project Manager for the duration of the applicable Professional Services engagement; but if You need to change the Project Manager You must notify Us in writing in advance of such change.
- 4.2 If at any time You are dissatisfied with the performance of one or more of Our team members involved in the project for Professional Services, You shall promptly notify Us in writing of such dissatisfaction. We shall promptly consider the issue and offer a reasonable remedy to cure the dissatisfaction, which may include replacement of such team member(s). If the issue is still not resolved, the parties shall escalate the issue to the Project Managers.
- 4.3 You shall:
 - a cooperate with Us on any matters relating to the Professional Services as set out in the Order and provide Us with prompt feedback to Our requests;
 - b in the event Professional Services are provided on Your premises, provide Us with safe and adequate space, power, network connections, materials, CPU time, access to hardware, software and other equipment and information, and assistance from qualified personnel familiar with Your hardware, software, other equipment and information as We reasonably request for the performance of the Professional Services;
 - c provide Us in a timely manner such Customer Materials and access as We may request in connection with the provision of the Professional Services; and
 - d ensure that the Customer Materials are correct in all material respects, do not infringe any Proprietary Rights of any third party and do not breach any applicable law or regulation or any term of the Agreement.
- 4.4 You acknowledge that Our ability to successfully provide the Professional Services in a timely manner is contingent upon Our receipt from You of the materials, information, and assistance requested. We shall have no liability for delays or deficiencies in the Professional Services resulting from any act or omission of You or Your agents, sub-contractors or employees.

5. **Change Process.** Either party may request modifications to the Professional Services ("Change Request"). No Change Request shall be effective or binding on either party until a writing setting forth such Change Request is signed by an authorized representative of each party ("Change Order"). Each Change Order shall be governed by the terms of this Agreement.

6. Fees

- 6.1 We will provide all Professional 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 public holidays). All Professional 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 at a flat daily rate for on-site Professional Services as set out in the Order.
- 6.2 You shall pay all invoices without setoff, in full and cleared funds, within 30 days of the date of the invoice.
- 6.3 Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We may (i) charge You interest at the rate of 1% per month or lesser if such amount is 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 Professional Services until all payments due have been made in full.
- 6.4 The Fees are non-refundable and do not include Taxes and You are responsible for all Taxes. If We are required to pay Taxes based on the Professional Services provided under this Agreement, then such Taxes shall be billed to and paid by You. If a deduction or withholding is required by law, You shall pay such additional amount and will ensure that the net amount received by Us equals the full amount which We would have received had the deduction or withholding not been required. This Section shall not apply to Taxes based on Our income.

7. Intellectual Property Rights

- 7.1 All Proprietary Rights in the Professional Services, Lenses Materials, and any Lenses Products, are owned by and shall remain Our sole and exclusive property or that of Our licensors.
- 7.2 All Proprietary 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 Proprietary Rights therein shall grant) to Us a non-exclusive, non-transferable, worldwide and royalty-free license to use Customer Materials free of charge for the term of the applicable Order, to permit Us to perform Our obligations under such Order.
- 7.3 We have developed, and may in the course of performing Professional Services hereunder develop, certain general ideas, concepts, know-how, methods, techniques, processes and skills pertaining to the Lenses Products and Lenses Materials ("Residual Knowledge"). We shall not be prohibited or enjoined from using Residual Knowledge, other than Customer Materials and Customer Confidential Information, for any purpose, including providing services to other customers. For avoidance of doubt, all Customer Materials are owned by You and shall remain Your sole and exclusive property.

8. Term and Termination

- 8.1 Each Order for Professional Services shall take effect on the Order date and remain in effect until any agreed end date specified in the Order or until all Professional Services under such Order have been provided, unless terminated sooner in accordance with this Agreement.
- 8.2 Unless otherwise stated in an Order, each Order for Professional Services may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.
- 8.3 Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order or this Agreement without liability to the other at any time with immediate effect upon written notice if the other party:
 - a. is in material breach of any of its obligations under the Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or
 - b. voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; passes a resolution for winding-up) or a court of competent jurisdiction makes an order to that effect; becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 8.4 In the event We terminate an Order pursuant to Section 8.3 or You terminate an Order for convenience in accordance with Section 8.2 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 Professional Services.
- 8.5 Termination of any Order shall have no effect on any other Order under this Agreement.
- 8.6 On termination of an Order or this Agreement for any reason: (i) 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 Professional Services; (ii) You shall promptly pay Us for all Professional Services provided and Fees and expenses due up to the date of termination; and (iii) neither party shall have any further right or

obligation with respect to the other except as set out in this Section and in such Sections of the Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement .

9. Limited Warranties

- 9.1 We warrant that Our Professional Services will be performed in a professional workman-like manner with reasonable skill and care in accordance with industry standards.
- 9.2 We do not warrant that the Professional Services will be error-free or uninterrupted or that We will correct all non-conformities.
- 9.3 In the event of a breach of a warranty under Sections 9.1, and if You notify Us in writing within ninety (90) days of completion of the Professional Services 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:
 - a re-perform the applicable Professional Services so that they conform to the warranty; or
 - b refund the Fee paid in respect of the non-conforming Professional Services.
- 9.4 The remedy stated in this Section is Our only liability to You and Your sole and exclusive remedy for a warranty breach. We expressly disclaim all other warranties, express, implied or statutory, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement, and any implied warranties arising out of course of performance or course of dealing, except to the extent that any warranties implied by law cannot be validly waived and We do not warrant that the Professional Services will meet Your requirements.

10. Limitation of Liability

- 10.1 Subject to Section 10.4, Our aggregate liability to You for or in respect of any loss or damage suffered by You under or in connection with Professional Services provided under the Agreement (whether due to breach of contract, tort (including negligence) or otherwise) shall not exceed the total amount of Fees paid by You for Professional Services under the applicable Order in which the liability arises.
- 10.2 To the maximum extent permitted by applicable law and subject to Section 10.4, 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, loss of revenue, 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, negligence or otherwise), even if You have been advised of the possibility of such damages.
- 10.3 We both acknowledge that the Fees are based in part on the limitations in this Section.
- 10.4 The limitations in this Section shall not apply to Our liability for death or personal injury caused by Our negligence or that of Our officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

11. Confidentiality

- 11.1 Each party retains all rights in its Confidential Information. Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with 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 Agreement. Any reproduction of 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 party, each party: (a) shall take all 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 to keep all Confidential Information confidential; and (b) shall not disclose any Confidential Information of the other to any person other than those 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.
- 11.2 A party which becomes 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 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 to be 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 Upon request, the receiving party shall destroy or return to the disclosing party all materials containing any of the Confidential Information and any copies or derivatives prepared therefrom. However, this obligation to return or

destroy Confidential Information shall not apply to copies of electronically-exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving party according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall remain subject to the confidentiality obligations under this Agreement.

- 11.5 The obligations in this Section shall, with respect to each disclosure of Confidential Information, apply for a period of 5 (five) years from its first disclosure of the Confidential Information, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law.

12. Feedback

- 12.1 You may, at Your sole discretion, provide Your input regarding the Professional Services, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Professional Services, products and/or services (collectively "Feedback"). We shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to You and/or Your Representatives.
- 12.2 You acknowledge that any information that We may disclose to You related to the Professional Services, Our other products, services, business or technology plans, under an Order or otherwise, is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding on Us regarding any particular course of business, product strategy, and/or development.

13. General Provisions

- 13.1 **Sub-contracting.** We may subcontract all or part of the Professional Services to a qualified third party. We may also at any time involve any of Our Affiliates and successors in business as sub-contractors under this Agreement. In such event, We will be liable for any such sub-contractors used in the performance of Our obligations under the Agreement.
- 13.2 **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.
- 13.3 **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.
- 13.4 **Employment Liabilities.** Upon expiry, termination or assignment of an Order, 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.
- 13.5 **Governing Law.** The Agreement shall be governed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the courts located in London, England. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 13.6 **Amendments.** Any amendments or additions to the Agreement must be made in writing and executed by duly authorized representatives of both parties.
- 13.7 **Entire Agreement.** This Agreement, together with any Order between You and Us, 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 this Agreement and an Order between You and Us, the Order shall take precedence over this Agreement. Any purchase order, purchasing terms, general terms of business or other document issued by You for administrative convenience only and will not be binding on Us.
- 13.8 **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.
- 13.9 **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.
- 13.10 **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 this Agreement but this does not affect any right or remedy of a third party which exists under applicable law or that is expressly provided for under this Agreement.
- 13.11 **Notices.** Except as otherwise specified in the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) two business days after sending by e-mail. E-mails to

Us shall be directed to the Chief Legal & Risk Officer at (legal@celonis.com), and e-mails to You shall be addressed to the administrative contact designated in Your Order.

- 13.12 **Force Majeure.** Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or nonperformance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or nonperformance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or nonperformance; and (iii) resume performance hereunder as soon as reasonably practical following the removal of the Force Majeure Event.
- 13.13 **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: 8 to 13.

Annex A Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us, as the case may be, but only for so long as the control exists. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.
2. **"Agreement"**: this Agreement and any Order between You and Us.
3. **"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, 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 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.
4. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Professional Services⁴.
5. **"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.
6. **"Fees"**: the fees payable by You for the Professional Services as set out in an Order.
7. **"Force Majeure Event"**: acts, events, omissions or accidents beyond a party's reasonable control, including, without limitation, strikes, 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 machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
8. **"Lenses Materials"**: any software, programs, tools, systems, data, documentation, Lenses Confidential Information, Celonis Confidential Information, Early Adopter Features or other materials made available by Us to You or by Our Affiliates to You in the course of the performance under this Agreement.
9. **"Lenses Products"**: the Lenses software, or any other products or services which may be provided to You under a separate agreement(s) with Us or with one of Our resellers, or any products or services provided to You by one of our Affiliates.
10. **"Order"**: an order, statement of work or similar document agreed by the parties for the Professional Services and which may further specify time and materials and Fees for the Professional Services to be provided by Us to You and forms part of the Agreement.
11. **"Professional Services"**: the consulting and/or professional services related to the Lenses Products which may include installation and implementation services for Lenses Products, provided by Us to You or by Our Affiliate to You, as described in the applicable Order.
12. **"Proprietary Rights"**: 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 Proprietary Rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
13. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
14. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes accessible by any jurisdiction whatsoever based on the applicable Order Form.

15. **"We," "Us", "Our" or "Lenses"**: the Lenses or Celonis entity entering into the applicable Order with You.
16. **"You" or "Your"**: the company or other legal entity that enters into the applicable Order with Lenses or Celonis.