



End User License Agreement for  
PAFnow Process Mining

THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU ("YOU" OR "YOUR") AND THE CELONIS ENTITY IDENTIFIED IN SECTION 12 (GOVERNING LAW, VENUE AND CELONIS CONTRACTING ENTITY) BELOW (COLLECTIVELY, "WE," "US," "OUR" OR "CELONIS"). BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, OR (2) INSTALLING OR USING THE SOFTWARE IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE CELONIS PRIVACY NOTICE. WE MAY IN OUR DISCRETION CHANGE THESE TERMS, THE PRIVACY NOTICE OR ANY ASPECT OF THE SOFTWARE, WITHOUT NOTICE TO YOU. 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. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CEASE USING THE SOFTWARE AND DESTROY ALL COPIES THEREOF.

- 1. Agreement.** This Agreement governs Your access to and use of the proprietary Celonis software product(s) provided in connection with this Agreement in object code form, including all subsequent modifications, updates, upgrades, new versions and releases, as more fully described in the Documentation (the "Software") and is effective as of the date of the initial Delivery of the Software to You.
- 2. Definitions.** All definitions not defined in the main body of this Agreement are specified in this Section 2.
  - 2.1 "Affiliate":** 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. As used here, "Control," means direct or indirect ownership or control of more than 50% of the voting interests.
  - 2.2 "Celonis Privacy Notice":** the then-current privacy policy found at <https://www.celonis.com/privacy-policy> and incorporated herein by this reference.
  - 2.3 "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 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.
  - 2.4 "Customer Materials":** any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us under this Agreement or pertaining to Your use of the Software, including Your data.
  - 2.5 "Delivery":** the date Software is made available for download by You ("Delivery").
  - 2.6 "Documentation":** the then-current product description of the Software, as made available by Us online at <https://apps.source.microsoft.com/en-us/product/power-bi-visuals/wa200000072?tab=overview> and incorporated herein by this reference.
  - 2.7 "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 intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
  - 2.8 "Representatives":** of a party are its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.
  - 2.9 "User":** those employees, agents and independent contractors of Yours (including third-party suppliers and/or contractors) who are authorized by You to access and use the Software in accordance with this Agreement, and to whom You have supplied a user identification and password (if applicable).
- 3. Activation.** In order to use the Software, You must activate Your copy of the Software with the valid license key(s) provided to You by Us. Software shall be delivered by electronic means only. You are responsible for: (i) maintaining the confidentiality of Your credentials and (ii) all acts and omissions of Users given access to the Software. We are not liable for any loss or damage arising from Your failure to comply with this Section.
- 4. Software License and Ownership.**

- 4.1** Subject to the terms and conditions of this Agreement, We hereby grant You a limited, non-transferable, non-sublicensable, non-exclusive, revocable, perpetual and worldwide license to install and use the Software in accordance with the limitations set forth in this Agreement and the Documentation. You may make backup copies of the Software for Your lawful use if You record the number and location of all copies.
- 4.2** As between You and Us, We are and remain exclusive owners of all rights in and to: (a) the Software, including but not limited to any modifications thereto or derivative works thereof; (b) all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared or developed in the course of or resulting from the provision of the Software to You; and (c) any and all Proprietary Rights embodied in the foregoing.
- 4.3** To the extent You provide feedback regarding Our Software, 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 Software 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. Your Obligations.**
- 5.1** You shall: (i) comply with all applicable laws in connection with Your performance under this Agreement, including without limitation privacy, export control, and sanction laws; (ii) use commercially reasonable efforts to prevent any unauthorized access to or use of the Software and promptly notify Us in the event of any such unauthorized access or use; (iii) have sole responsibility for the accuracy, quality, and legality of Customer Materials; (iv) be solely liable for making appropriate backups of Customer Materials; and (v) obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service or otherwise provide Us.
- 5.2** In connection with this Agreement, You shall not (and shall not allow any third party to): (i) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (ii) utilize any equipment, device, software, or other means designed to circumvent or remove any form of product access keys or copy protection used by Us in connection with the Software; (iii) decompile, disassemble, or otherwise reverse engineer any part of the Software, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever; (iv) sell, assign, sublicense, rent, lease, loan, distribute, share, timeshare, grant a security interest in, use for service bureau purposes, or otherwise transfer all or any portion of the Software; (v) use or reference the Software to develop a product that is functionally similar to the Software; (vi) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software; (vii) use or disclose the Software in any manner not expressly authorized by this Agreement; or (viii) modify, copy, translate or create derivative works based on the Software or any part, feature, function or user interface thereof.
- 5.3** You shall defend, indemnify and hold Us harmless from and against any and all claims and/or Losses arising out of or in connection with Your obligations under this Section 5.
- 6. Fees and Payment.** Subject to Your compliance with the terms and conditions of this Agreement, You are not obligated to pay any fees to Us for the licenses granted herein.
- 7. Confidentiality.** Each party retains all Proprietary Rights in 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 Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this 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 Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.
- 8. WAIVER OF SUPPORT AND WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OR SUPPORT OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NONINFRINGEMENT. WE SHALL HAVE NO SUPPORT OR MAINTENANCE OBLIGATIONS IN CONNECTION WITH THE SOFTWARE. YOU MAY HAVE OTHER STATUTORY RIGHTS.

**9. LIMITATION OF LIABILITY.** WE SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100), WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.

**10. Termination and Effect of Termination.**

**10.1** Either party may terminate this Agreement without cause and at any time by giving prior written notice to the other party. Such termination will be effective on the date stated in the notice.

**10.2** Upon termination of this Agreement for any reason, You shall immediately cease any and all use of the Software, destroy (or at Our request return) any of Our Confidential Information related hereto, and certify such destruction in writing.

**11. Export.** The Software (and derivatives thereof) may be subject to export laws and regulations of the United States and other jurisdictions ("Export Laws"). You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Software to countries, persons or entities prohibited by Export Laws or (ii) permit access to or use the Software in or from a U.S.-embargoed country or region. We may block, restrict, limit, revoke or suspend access to the Software by anyone that is subject to any applicable sanctions or embargoes.

**12. Governing Law, Venue and Celonis Contracting Entity.** 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 Agreement. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, the courts that have jurisdiction over any such dispute or lawsuit, and the Celonis entity entering into this Agreement depend on where You are domiciled.

<b>If You are domiciled in:</b>	<b>Excluding conflict of laws rules, this Agreement shall be governed by and construed under the substantive laws of:</b>	<b>Courts with exclusive jurisdiction:</b>	<b>The Celonis entity entering into this Agreement is:</b>
North or South America, Asia or Australia	New York State	New York City	Celonis, Inc.
Japan	Japan	Tokyo	Celonis, Inc.
United Kingdom	England and Wales	London	Celonis LTD
Germany or Austria	Germany	Munich	Celonis Deutschland GmbH
Any other location in EMEA	England and Wales	London	Celonis S.L.

**13. General Terms.**

**13.1 Assignment.** You may not assign or otherwise transfer this Agreement (in whole or in part) without Our prior written consent. Any attempt by You to otherwise transfer or assign this Agreement will be null and void. We may assign or otherwise transfer this Agreement (in whole or in part) and/or the Proprietary Rights in and to the Software at any time in our sole discretion and without notice to You.

**13.2 Independent Contractors.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

- 13.3 Third Party Beneficiaries.** Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.
- 13.4 Entire Agreement and Amendments.** This Agreement, as may be updated from time-to-time in Our sole discretion, constitutes the entire agreement between the parties regarding Your use of and access to the Software and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof.
- 13.5 Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.
- 13.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.7 Notices.** All notices 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 email. E-mails to Us shall be directed to Our Chief Legal Officer at (legal@celonis.com), and e-mails to You shall be sent to the email address You provided when requesting access to the Software.
- 13.8 Surviving Provisions.** The terms which by their nature are intended to survive termination of the Agreement shall survive any such termination.
- 13.9 Language.** Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.