



## Intelligent Business Cloud Demo Terms of Use

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By submitting your registration and clicking the “I accept” button you (both as an individual and as an authorized representative on behalf of the legal entity you are employed by) agree that you have read these Terms, understand them and agree to be legally bound by them.

- 1 The “Cloud Services Agreement - Celonis SE” (as made available on <https://www.celonis.com/terms-and-conditions/>) (the “**Cloud Terms**”) shall apply to these Terms. In the event of conflict between these Terms and the GTC Term these terms shall apply solely in relation to the IBC Demo.
- 2 Celonis grants you access and use of the IBC Demo solely for your own internal use for non-productive evaluation as permitted by these Terms and the documentation made available by Celonis, if any. You are not permitted to use the IBC demo in a productive manner or in any commercial manner and you may not use the IBC Demo outside of the Celonis demonstration environment.
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- 4 When using the IBC Demo, you shall not: (a) translate, or otherwise modify any parts of the IBC Demo (b) transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity; (d) interfere with or disrupt the Celonis software or Celonis systems used to host the IBC Demo, or other equipment or networks connected to the IBC Demo, or disobey any requirements, procedures, policies or regulations of networks connected to the IBC Demo made known to you; (e) circumvent the user authentication or security of the IBC Demo or any host, network, or account related thereto; (f) make any use of the IBC Demo that violates any applicable local, state, national, international or foreign law or regulation.

5 In consideration for receiving a copy of the IBC Demo for testing, you agree to notify Celonis of all problems and ideas for enhancements and may also provide further information in respect of the IBC Demo and your experience with its use (collectively “**Feedback**”) which come to your attention. Celonis’ rights with regard to your Feedback are defined in the Cloud Terms.

6 You acknowledge that the IBC Demo is the sole property of Celonis and Celonis’ licensors and that it includes Confidential Information of Celonis within the meaning of the Cloud Terms. Notwithstanding any further obligations according to the Cloud Terms, you will treat the IBC Demo as confidential and will not, without the express written authorization of Celonis publish or otherwise disclose information relating to performance or quality of the IBC Demo or any other Feedback to any third party.

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8.1 IRRESPECTIVE OF THE LEGAL REASONS AND REGARDLESS OF THE COURSE OF ACTION BROUGHT AGAINST US (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT AND/OR NEGLIGENCE), BUT SUBJECT TO THE EXCEPTIONS PROVIDED IN THE NEXT SENTENCE OF THIS CLAUSE 8, IN NO EVENT SHALL CELONIS BE LIABLE TO YOU, YOUR COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$1,000 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE IBC DEMO, OR AS A RESULT OF ANY DEFECT IN THE IBC DEMO. CELONIS SHALL ONLY BE LIABLE FOR DAMAGES IN EXCESS OF THE LIMITATIONS CONTAINED IN THE PRECEDING SENTENCE IF SUCH DAMAGE (I) CAN BE CLAIMED UNDER APPLICABLE PRODUCT LIABILITY LAWS OR (II) IS CAUSED BY INTENTIONAL MISCONDUCT OF CELONIS OR (III) CONSISTS OF PERSONAL INJURY. IN ALL OTHER CASES, NEITHER CELONIS NOR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGE OR CLAIMS HEREUNDER EXCEPT AS MAY BE REQUIRED BY MANDATORY APPLICABLE LAWS.

8.2 SUBJECT TO YOUR LIMITED RIGHTS TO CLAIM DAMAGES IN ACCORDANCE WITH THIS CLAUSE 8, YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THESE TERMS BY CELONIS OR FOR ANY OTHER CLAIM RELATED TO THE IBC DEMO SHALL BE TERMINATION OF THESE TERMS.

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND ALWAYS SUBJECT TO MANDATORY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES SHALL CELONIS AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR

MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

- 8.4 We exclude any liability for damages in connection with these Terms and the IBC Demo to the extent legally possible.
- 9 Celonis may terminate these Terms at its free discretion at any time by providing you with 14 (fourteen) days' written or electronic notice. Your sole means of terminating these Terms for convenience shall be to cease use of the IBC demo and to notify Celonis thereof.
- 10 The provisions in Sections 2 to 10 of these Terms shall survive its termination.