



Sponsorship Terms

1. **Definitions.** All definitions not defined in the main body of this Agreement are specified in Annex A.
2. **Agreement.** This Agreement governs the relationship between Sponsor and Celonis specified in the applicable Order whereby Sponsor purchases the benefits set out in the Order (the “Sponsorship Arrangement”).
3. **Term and Termination.**
 - 3.1. This Agreement is effective from the date of the last signature to the Order and shall remain in place until the earlier of (a) termination of this Agreement as permitted by the terms of this Agreement or (b) conclusion of the Event.
 - 3.2. Without prejudice to any other rights or remedies to which a party may be entitled, either party may terminate this Agreement without liability to the other at any time with immediate effect upon written notice to the address specified in the Order if the other party is in material breach of any of its obligations under this Agreement 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.
 - 3.3. Sponsor may terminate this Agreement at any time upon written notice to the address specified in the Order. If Sponsor terminates the Agreement under this provision, Sponsor will remain liable for the full amount of the fees owed under the Order. If Sponsor is allocated a space at the Event in the Order, Sponsor’s failure to occupy the allocated space on the first day of the Event will constitute termination of this Agreement, for which Sponsor will remain liable for the full amount of the fees owed under the Order.
 - 3.4. Sponsor packages are subject to change. If material changes are necessary, Sponsor will be notified and given the opportunity to terminate without penalty and shall be entitled to appropriate refund of fees paid.
 - 3.5. Sponsor agrees that notwithstanding anything to the contrary, Celonis has the right, at its sole discretion, to refuse any Sponsor participation at the Event, or to cancel this Agreement, with no liability to Celonis except for any appropriate refund of Sponsor fees paid.
 - 3.6. For the avoidance of doubt, termination of this Agreement includes termination of any applicable Order.
4. **Event Cancellations and Rescheduling.** If Celonis changes the Event date or the Event location, or cancels the Event, Celonis’ sole liability to Sponsor shall be to notify Sponsor as far in advance as practicable of such changes or cancellation. If the Event is cancelled, or Sponsor cannot attend the Event during the rescheduled time or at the rescheduled site, Celonis’ sole liability shall be to refund all payments previously paid by Sponsor and Sponsor waives any and all claims for damages arising from such rescheduling or cancellation.
5. **Conduct.**
 - 5.1. Sponsor agrees that throughout the term of this Agreement, Sponsor’s Representatives will not conduct themselves in a manner that is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, Celonis or the Event venue, their parent companies, subsidiaries or Affiliates, and will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in their best interests. Celonis shall use their good faith business judgment in determining whether the conduct of Sponsor’s Representatives adversely affects

Celonis, their parent companies, subsidiaries or Affiliates, and upon such determination Celonis shall have the right to immediately terminate this Agreement without further liability.

5.2. Sponsor shall not market, advertise, promote, or distribute any products or services at the Event that are competitive to any Celonis software products or related services. Celonis will remove any sponsor, which, in their opinion, may detract from the general character of the Event as a whole, or consists of products or services in competition with their products or services or otherwise inconsistent with the purpose of the Event. In accordance with section 3.5, Celonis may refuse or cancel any Sponsor participation at the Event without incurring any liability except for appropriate refund of Sponsor fees paid.

6. **Force Majeure.** If, prior to the Event, the sponsor's space or the sponsor's materials, or any part thereof, shall be rendered unusable, destroyed or damaged by fire, acts of God, riot, terrorism, national disaster, strike, civil disorder, acts of the public enemy, or enactment, rule, order or act of government or governmental instrumentality (whether federal, state, local, or foreign), or any other emergency beyond Celonis' or the venue's control that makes it illegal, impossible or from a personal safety basis, inadvisable to perform the obligations under this Agreement (each a "Force Majeure Cause"), Celonis shall have the right within a reasonable time after the happening of such contingency and, while such contingency continues, to suspend or terminate this Agreement or such affected portion of this Agreement. Except as set forth herein, Celonis and Event venues shall not have any further liability or obligation to the Sponsor. In the event the Event has commenced, at the time of the Force Majeure Cause, or Celonis has incurred expenses which under this Agreement are the responsibility of Sponsor, then for the period of use until the time of termination, and to the extent Celonis has incurred such expenses, Sponsor shall be liable to Celonis, unless reimbursement is waived by Celonis. An informational picket line shall not be deemed a Force Majeure Cause.

7. **Indemnification.**

7.1. Sponsor shall defend and/or settle, at Sponsor's expense, any third-party claim brought against Celonis, a Celonis Affiliate or a Celonis Representative arising from or related to any claim made against Celonis by a third party for: (a) actual or alleged infringement of a third party's intellectual property rights in connection with Celonis' use of Sponsor Trademarks in accordance with this Agreement; (b) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's Representatives in connection with the Event; (c) any failure to comply with applicable laws, rules and regulations in connection with Sponsor's Sponsorship Arrangement; and (d) Sponsor's use of the Event Attendee Information (together, the "Indemnified Claims"). Sponsor shall indemnify Celonis, and its Representatives against any Losses arising from or related to the Indemnified Claims or settlement amounts agreed to in writing by Sponsor in relation to such Indemnified Claims. This provision will survive the termination or expiry of this Agreement.

8. **Insurance.** Sponsor will, at Sponsor's own expense, secure and keep in full force and effect throughout the term of this Agreement, appropriate policies and limits of insurance based on the Sponsorship Arrangement and as required by law. Such insurance will cover personal injury or death and property damage with combined coverage of not less than One Million United States Dollars (\$1,000,000). Upon request, Sponsor must provide Celonis with certificates of insurance evidencing these policies. Celonis will be notified in writing at least ten (10) days prior to cancellation of or any material change in these policies.

9. **Limitation of Liability.**

9.1. SUBJECT TO SECTIONS 9.2, 9.4 AND 9.5, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND SUPPLIERS (INCLUDING THE EVENT LOCATION OWNER) ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY SPONSOR UNDER THIS AGREEMENT.

9.2. SUBJECT TO SECTION 9.4, IN NO EVENT WILL CELONIS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA), LOSS OF REVENUE, LOSS OF USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THIS AGREEMENT,

HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. SPONSOR AGREES THAT, IN ENTERING INTO THIS AGREEMENT, EITHER SPONSOR DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT OR (IF SPONSOR DID RELY ON ANY REPRESENTATIONS, WHETHER WRITTEN OR ORAL, NOT EXPRESSLY SET OUT IN THIS AGREEMENT) THAT SPONSOR SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) CELONIS SHALL HAVE NO LIABILITY TO SPONSOR OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THESE SPONSORSHIP TERMS AND APPLICABLE ORDER. CELONIS SHALL HAVE NO LIABILITY TO SPONSOR FOR ANY LOSSES OR DAMAGES CAUSED BY SPONSOR'S DELAY OR FAILURE TO TIMELY PROVIDE ANY REQUIRED INFORMATION OR TO FULFIL SPONSOR'S OBLIGATIONS UNDER THIS AGREEMENT. SPONSOR AND CELONIS ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.4. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 9 SHALL NOT APPLY TO WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, PERSONAL INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE, THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 7 OF THESE SPONSORSHIP TERMS, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

9.5. CELONIS SHALL HAVE NO LIABILITY TO SPONSOR UNDER THIS AGREEMENT IF CELONIS IS PREVENTED FROM, OR DELAYED IN, PERFORMING CELONIS' OBLIGATIONS UNDER THIS AGREEMENT OR FROM CARRYING ON CELONIS BUSINESS BY A FORCE MAJEURE CAUSE.

10. **Logo and Name Use.**

10.1. Pursuant to the terms of this Agreement, Celonis hereby grants to Sponsor the non-exclusive, non-transferable, limited term license to use the Celonis name and logos and the Event name and logos ("Celonis Trademarks") provided to Sponsor and to reference the Event only as to Sponsor's participation as a Sponsor at the Event and expressly not in relation to endorsement of any product or service. Use of the Event logos and names shall at all times adhere to the Celonis trademark usage guidelines that may be provided by Celonis from time to time. The limited term of the license under this section shall expire at the earlier of: (i) termination of this Agreement; or (ii) at the conclusion of the Event.

10.2. Sponsor grants Celonis a corresponding license and scope to use its name and logo ("Sponsor Trademarks") as provided to Celonis solely in relation to the Event. Sponsor shall provide to Celonis all suitable materials in a suitable format and within a reasonable timeframe for Celonis to fulfil its obligations under this Agreement.

11. **Recordings release.** Sponsor consents to and authorizes the use, reproduction, and public release, by Celonis of any and all recordings in whatever medium including video, audio or other transcript ("Recordings") gathered in relation to the Event. Sponsor agrees all such Recordings will be the property of Celonis and / or Celonis' Affiliates, solely and completely. Sponsor ensures to obtain sufficient rights and releases from any employees and agents working with Sponsor at the Event, to grant Celonis and / or Celonis' Affiliates a perpetual, unrestricted and royalty-free right to use their likeness, photograph, voice and or name in the Recordings including any portion thereof, for advertising, publicity, trade or any other lawful purposes, in any medium now known or hereafter to be developed and do hereby release and discharge Celonis from any and all claims resulting from use of the recordings.

12. **Fees and Payment.** Except as expressly stated herein, Sponsor fees paid are non-refundable. Celonis will invoice the sponsorship fees specified in the Order in advance. Unless otherwise agreed upon in the Order, all payments are due in full without deduction or set-off within 30 (thirty) days of the date of the respective invoice, but in any event before the Event. Some services may not be provided until full payment is received. The sponsorship fees do not include taxes and the Sponsor is responsible for all taxes. If Celonis is required to pay taxes based on the services provided under this Agreement, then such taxes shall be billed to and paid by the Sponsor. If a deduction or withholding is required by law, the Sponsor shall pay such additional amount and will ensure that the net amount received by Celonis equals the full amount which Celonis would have received had the deduction or withholding not been required. This section shall not apply to taxes based on Celonis income.

13. Sponsorship Benefits.

13.1. The benefits comprising the Sponsorship Arrangement are specified in the applicable Order. Only the relevant Sponsor under the applicable Order will receive the benefits and only such Sponsor may enforce rights arising under the applicable Order. Sponsor will not sell, rent, transfer, assign, lease or share any benefits comprising the Sponsorship Arrangement except where expressly approved by Celonis.

13.2. If Celonis provides Sponsor any Event attendee or personal information ("Event Attendee Information"), sponsor agrees that it will not sell, transfer, assign, disclose, lease or share such Event Attendee Information and will treat such Event Attendee Information as confidential information in compliance with all laws applicable to the use of the Event Attendee Information.

14. **No Partnership or Agency.** Nothing in this Agreement is intended to, nor will be deemed to, establish any form of partnership, joint venture, or agency relationship between the parties, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

15. **Notices.** All notices required under this Agreement will be in writing, referencing this Agreement, and delivered by prepaid courier or by registered or certified airmail with postage prepaid to the contact address specified in the applicable Order.

16. **Successors and Assignment.** Celonis may assign or delegate its rights and obligations under this Agreement at its discretion. Sponsor may not assign or delegate its rights or obligations under this Agreement to any person or entity without Celonis' express written consent.

17. **Applicable Law; Venue.** This Agreement is governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, NY, USA. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

18. **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.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the Sponsorship Arrangement and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof. This Agreement cannot be altered, amended or modified except in a writing accepted by duly authorized representatives of the parties. Any waiver of a provision of this Agreement shall not be deemed a subsequent waiver of the same or any other provision of this Agreement. No failure or delay by either party in exercising any rights under this Agreement shall be deemed a waiver of that right.

Annex A
Definitions

1. **"Affiliate" or "Affiliates"**: any entity that directly or indirectly controls, is controlled by, or is under common control with a party, 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. **"Agreement"**: these Sponsorship Terms, together with (i) any Order referencing these Sponsorship Terms and (ii) any terms and conditions specifically referenced in these Sponsorship Terms or an Order.
3. **"Event"**: Specified in contract (Celonis World Tour + City, Celonis Day + City, or Celosphere)
4. **"Losses"**: any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court of competent jurisdiction.
5. **"Order"**: an order form that (i) incorporates or references these Sponsorship Terms and (ii) specifies the scope of the sponsorship benefits and the fees owed.
6. **"Representative" or "Representatives"**: of a party are its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.
7. **"Sponsor"** means the party specified as a sponsor on the applicable Order that references these Sponsorship Terms.