



General Terms for Celonis Snap and Snap Plus

Thank You for visiting the respective Celonis Snap or Snap Plus product site (each the “**Site**”) and, if applicable, deciding to utilize Our Service. This is a legal agreement (“**Agreement**”) between You and Celonis SE (“**Celonis**,” “**We**,” “**Us**” or “**Our**”) stating the terms and conditions that govern Your use of the Service. By clicking “I accept” or by using the Service, You are agreeing to all of the terms and conditions stated herein. If You do not agree to these terms, do not click “I accept,” and do not use the Service. The collection of information including any of Your Data or personal information will be governed by Our [Privacy Policy](#).

1. Definitions

“**Service**” shall mean the applicable limited cloud services offered through the Site for use with Your limited data sets to demonstrate and utilize the Celonis Intelligent Business Cloud capabilities, as further described under the Celonis Product Description for “Celonis Snap and Snap Plus” offerings at <https://www.celonis.com/terms-and-conditions>.

“**Order**” shall be deemed to additionally include Your acceptance of a Celonis Service offerings through clicking “I accept” (or similar) or through using the relevant Service.

“**You**” or “**Your**” refers, in the case of an individual accepting this Agreement on his or her own behalf, to such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, to the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity. If You are entering into this Agreement on behalf of a company or legal entity, You represent that You have the authority to bind such entity to this Agreement.

“**Your Data**” refers to all data and data files input by You that resides on or runs through the Service environment. You are solely liable for Your data, its content, and the consequences of submitting it.

2. The Service

2.1 Unless stated otherwise in this Agreement, the “Cloud Service Agreement - Celonis SE” (as made available at <https://www.celonis.com/terms-and-conditions/>) (the “**Cloud Terms**”) shall govern the provision of the Service. In the event of conflict between this Agreement and the Cloud Terms these terms shall apply solely in relation to the Service described herein.

2.2 We grant You a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service for Your internal business purposes in accordance with this Agreement. You do not acquire any right to access and use the Service in excess of the scope of the Service defined in this Agreement. Upon the termination of this Agreement or the Service hereunder, Your right to access and use the Service terminates. You must not access the Service if You are Our competitor or in order to develop a competing product or service.

2.3 *In relation to Celonis Snap*, in view of the free nature of this Service, no Support Services will be provided for the Service, and We reserve the right in Our sole discretion to add, change, discontinue or otherwise modify elements and features to the Service any time and without notice. We may notify You of such changes on the Site.

3. Usage Restrictions

3.1 You must not: (a) make the Service available in any manner to any third-party; (b) hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of the Service, or use the Service to store

or transmit malicious Code, or interfere with or disrupt the integrity or performance of the Service; (c) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of any part of the Service, or in any way ascertain, decipher any part of the Service or the underlying idea or algorithms of any part of the Service; (d) perform or disclose any of the following security testing of the Service environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; (e) create derivative works, or use the Service in order to build a competitive service or copy any features, function or graphics of the Service; and (f) access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.2 Unless otherwise communicated by Celonis, You are allowed to upload the maximum amount of Analytical Processing Capacity (APC) of Your Data to the Service as specified in the applicable Product Description and Your Order.

4. Proprietary Rights

We reserve all rights, title, interest in and to the Service and all related IP rights. Celonis retains all right, title, ownership, and IP rights to the Service, including any changes and modifications, improvements and derivative versions, and anything developed and provided by Celonis under this Agreement.

5. Governing Law and Jurisdiction

5.1 If You are domiciled in the United States or Canada, this Agreement shall be governed under the laws of the State of New York and controlling United States federal law. The courts having exclusive jurisdiction are in New York, New York, U.S.A.

5.2 If You are domiciled anywhere else in the world, this Agreement shall be governed under the laws of England and Wales. The courts having exclusive jurisdiction are located in London, England.

In addition, *but in relation only to Celonis Snap*, the following Sections 6, 7 and 8 shall apply to the Service:

6. Warranty

6.1 THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND MAY CONTAIN DEFECTS OR ERRORS AND MAY BE UNAVAILABLE FROM TIME TO TIME; IN PARTICULAR NO SERVICE LEVELS SHALL BE APPLICABLE. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICE HOWEVER CAUSED. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR DAMAGES WHATSOEVER INCURRED AS THE RESULT OF YOUR DECISION TO USE OUR SERVICE OR INABILITY TO USE THE SERVICE. YOU ARE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF OUR SERVICE FOR YOUR PURPOSES.

6.2 IF YOU ARE USING THE SERVICE IN CONJUNCTION WITH A THIRD-PARTY APPLICATION, WE ARE NEITHER RESPONSIBLE FOR THE OPERATION OR AVAILABILITY OF SUCH THIRD-PARTY APPLICATION, NOR DO WE GUARANTEE THE SERVICE WILL OPERATE IN COMBINATION WITH SUCH THIRD-PARTY APPLICATION.

7. Indemnity and Limitation of Liability

7.1 You agree to indemnify, defend, and hold Celonis and Our employees, agents, directors, harmless for any claims by You or any third party which may arise from or relate to this Agreement or the provision of Our Service to You including reasonable attorneys' fees, court costs, and disbursements.

7.2 IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES, DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL LIABILITIES EXCEED THE AMOUNT OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00).

8. Termination

We may terminate Your access to the Service at Our discretion without explanation, though We will strive to provide a timely explanation. Your sole means of terminating this Agreement will be to cease use of the Service and notify Celonis thereof. Upon termination of this Agreement or the Service, We will delete Your Data in accordance with our policies.