



Celonis
Academic Co-operation Agreement

between

Celonis SE
Theresienstrasse 6,
80333 Munich,
Germany

- "Celonis" -

and

Name of the University: UNIVERSITY OF ENGINEERING AND MANAGEMENT
Street: UDAIPURIA MOD
City and Postal Code: JAIPUR 302012
Country: INDIA

- "University" -

- Celonis and University each also a "Party" and collectively "Parties" -

WHEREAS,

- A Celonis is a world leading provider of process mining technology;
- B University is a world leading academic institution that endeavours to educate its students in the latest technology; and
- C Celonis and University wish to cooperate in the academic area through making available their technology, trainings and personnel and respectively adding such technology to the curriculum of academic activities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1 Establishment of Academic Cooperation
 - 1.1 The Parties herewith establish an academic co-operation for the Term (as defined below) and shall have the right to refer to each other as "*Academic Co-operation Partners*".
 - 1.2 The Parties shall each define a designated primary contact person for the purposes of performance and management of the Agreement. Changes of the designated contact person shall be notified to the other Party in e-mail or in writing without undue delay.

2 Celonis' Obligations

- 2.1 During the Term, Celonis shall make available to
- 2.1.1 each of University's students and other academic users (the "**Academic Users**"); and
 - 2.1.2 University for the purposes of educating its own personnel and creating respective curricular materials, analyses and related information academic versions of its relevant then-currently available academic software, cloud services and related product(s) for process mining (the "**Academic Product(s)**") under its then-current academic use terms (available under <https://www.celonis.com/terms-and-conditions>, such terms referenced as the "**Academic Use Terms**").
- For clarity, in relation to the rights of use under Section 2.1.1, the Academic Use Terms will be entered directly and individually between each Academic User and Celonis. In relation to the rights in Section 2.1.2, University shall have the right to invite its personnel as permitted users in accordance with the respective Academic Use Terms.
- 2.2 University acknowledges that nothing in this Agreement is intended to be binding on Celonis regarding any course of business, product strategy, and/or development, and that Celonis shall remain free to modify, exchange or discontinue providing any specific technology to University or the public in general, it being understood that an Academic Product will remain available to University's Academic Users as long as Celonis continues its academic program in general and offers its technology for licensing by Academic Users.
- 2.3 Celonis shall make available online training courses to University's academic personnel and system administrators in charge of the relevant curricular activities. The scope, duration and frequency of such courses, and the number of University personnel admitted to such trainings shall be defined by Celonis in its reasonable discretion. Additional training outside the scope of free training offered by Celonis requires prior separate agreement between the Parties and will be charged to University at Celonis' then-current training rates.
- 2.4 Celonis and University may agree on additional activities to be performed by Celonis in view of the Academic Partnership during the Term, including workshops or academic presentations and tutorials in which Celonis' personnel may educate University personnel and/or Academic Users in relation to the Academic Products. Scope, duration, frequency, reimbursement of expenses and other costs for such additional activities are subject to prior agreement between the Parties.
- 2.5 ANY CELONIS MATERIALS MADE AVAILABLE TO UNIVERSITY UNDER THIS AGREEMENT ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY, AND ONLY FOR THE TERM OF THE AGREEMENT.

3 University's Obligations

- 3.1 Subject to Celonis' continued compliance with providing the Academic Product to Academic Users, University shall include the Academic Products into its curricular activities and educate Academic Users in related academic fields. The contents and

scope of such curricular activities will be decided by University in close cooperation with Celonis.

- 3.2 University's representatives must be reasonably capable of effectively delivering the value proposition of process mining and must be generally knowledgeable about the Academic Products.
- 3.3 University shall conduct its academic activities under this Agreement in a manner that will not adversely affect the high image, credibility, and reputation of Celonis and the Celonis products and services.
- 3.4 University shall make no false or misleading representations regarding Celonis or the Celonis products and services and shall make no representations to Academic Users with respect to the specifications or features of the Academic Products except for those representations that were previously approved in writing or published by Celonis.
- 3.5 University shall promptly advise Celonis concerning any information that may come to University's attention as to charges, complaints, or claims about Celonis or the Celonis products or services.

4 Right to Use Name and Logos, Intellectual Property Rights

- 4.1 During the Term, each Party shall have the right to refer to the other Party as its "Academic Co-Operation Partner" and may use the other Party's name and logo(s) for the purposes of advertising the Academic Co-Operation Partnership, program and activities, both through print media and in online marketing and academic materials and contents (such as LinkedIn, social channels, University program materials, etc.). The Parties shall provide each other with exact specifications of the names and logos that may be used in this context. Prior to the first use of each material respectively content, the Parties shall make the envisaged materials and/or content to the other Party for their approval through e-mail or in writing.
- 4.2 Each Party may at any time in its free discretion withdraw the right to names and logos, or provide modified instructions, in writing or through e-mail.
- 4.3 Nothing contained in this Agreement will constitute or be construed as a transfer of ownership of any of the intellectual property rights of a Party, its affiliates or licensors, or to otherwise transfer ownership of any proprietary rights. Except for the limited rights granted in this Agreement, all proprietary and intellectual property rights in the Celonis products, Celonis materials, and in the name, logo and other trademarks of Celonis are and shall be owned by and remain with Celonis. Neither Party shall use, register, nor attempt to register, any trade name, trademark, service mark, design or domain name which, in whole or in part, incorporates or is confusingly similar to any trademarks of the other Party.
- 4.4 Celonis Product Scripts and Schema. Celonis may make available to University as part of the Academic Products Celonis product-related scripts, schema and/or code that can be used to create process analysis implementations for the Celonis product platform (collectively, the "Celonis Schema"). Where Celonis Schema are made available to University, University is granted for the Term of this Agreement a limited, non-

exclusive, revocable license to use and modify the Celonis Schema for purposes of conducting internal training of its personnel and providing curricular activities on the Academic Products, and performing its other rights and obligations defined in this Agreement. University will be owner of all right, title and interest in and to any modifications University makes to the Celonis Schema, subject, always, to Celonis' underlying ownership interest in and to all of the Academic Products and Celonis materials from which University's modifications derive.

5 Personal Data and Data Security

For clarity, if University or Academic Users utilize the Academic Products made available under this Agreement with any Personal Data, then Annex B (Data Processing Agreement) of Celonis' Cloud Services Agreement as referenced by the Academic Use Terms shall apply to provide Celonis and University's (respectively Academic User's) respective obligations with respect to the protection and security of such Personal Data. For purposes of this Agreement, (i) "Personal Data" means any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws; and (ii) "Data Protection Laws" means all laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of personal information.

6 Term and Termination

- 6.1 The Agreement shall commence on the date of signature by both Parties (the "**Effective Date**") and shall continue in effect for a period of twenty-four (24) months (the "**Initial Agreement Term**"). It and shall thereafter, subsection to Section 6.2, automatically renew for additional twelve (12) months' terms each (each a "**Renewal Agreement Term**", the Initial Agreement Term and all Renewal Agreement Terms together, the "**Agreement Term**") unless terminated in accordance with the following provisions.
- 6.2 Either Party may, for its convenience, elect to not renew this Agreement by providing the other Party with six (6) months' prior written notice prior to the end of the then-current Agreement Term.
- 6.3 Either Party may terminate this Agreement for cause if:
 - 6.3.1 the respective other Party neglects or fails to perform a material obligation, and such neglect or failure continues un-remedied for a period of thirty (30) days after written notice is sent to the defaulting Party by the other Party; or
 - 6.3.2 the respective other Party becomes insolvent; proposes any dissolution, liquidation, composition, financial reorganization or similar proceedings with respect to its property or business, and such continues un-remedied for a period of one (1) month after written notice is sent by Party.

The right of Celonis to terminate further includes, without limitation, situations where: University enters into a co-operation or similar form of partnership as the one contemplated in this Agreement with a direct competitor of Celonis.

- 6.4 The termination right in Section 6.3.2 and Celonis' termination right in the event of a co-operation with a competitor do not amount to a termination for breach of contract which may entitle the terminating Party to damages, i.e. in case a Party exercises these termination rights, it may not claim damages from the respective other Party.
- 6.5 Notwithstanding any further surviving obligations in accordance with Section 16.11, Celonis' obligations with respect to the continued provision of the Academic Products to University and the Academic Users are exclusively defined in the Academic Use Terms.

7 Independence

This Agreement does not constitute an appointment as an agent, legal representative, joint venture, legal partner, or employee of the other Party, and it is acknowledged that the parties that You shall be an independent from each other and in no way authorized to make any license, contract, agreement, warranty or representation on behalf of the other Party, or to create any obligations on behalf of the other Party. Except as otherwise mandated by applicable law, no other person or entity will be considered a third-party beneficiary of this Agreement or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

8 Confidentiality

- 8.1 Each Party acknowledges that the Confidential Information of each party is valuable, proprietary information. For purposes of this Agreement, "Confidential Information" means any information disclosed by a Party to the other Party concerning the discloser's business and/or affairs, including but not limited to information relating to a its 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 to the other Party: (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.
- 8.2 All Confidential Information supplied by the one Party to the other Party pursuant to this Agreement, together with all copies thereof, will remain the property of the disclosing Party. During the Term and after termination or expiration of the Agreement for any reason whatsoever, each party shall keep the other Party's Confidential Information confidential, not disclose any Confidential Information to third parties and not use the other party's Confidential Information for any purpose other than the performance of its obligations under the Agreement.

- 8.3 The obligations of confidentiality shall not apply to information which (a) was publicly available at the time of the disclosure to the receiving Party, (b) subsequently becomes publicly available through no fault of the receiving Party, (c) is rightfully acquired by the receiving Party from a third party and not in breach of a confidential obligation with regard to such information, (d) is independently known by the receiving Party whether prior to or during the Term of the Agreement, (e) is required to be disclosed due to an order by a court, government, administrative, fiscal or judicial body that is acting within its powers, but only to the extent required to comply with the applicable order and provided that the receiving Party will cooperate with the other Party in the exercise of its right to protect the confidentiality of the Confidential Information, or (f) is disclosed with the written consent of the respective other Party.

9 Feedback

University may, at its sole discretion, provide input regarding Celonis' products and services including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of such products and/or services (collectively "**Feedback**"). Celonis shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to University and/or its representatives.

10 Limitation of Liability

- 10.1 SUBJECT TO SECTION 10.3, IN NO EVENT SHALL A PARTY ANY OF CELONIS' AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY 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 THE PARTY IN BREACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 SUBJECT TO SECTION 10.3, IN NO EVENT SHALL A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL LIABILITIES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE) EXCEED TEN THOUSAND EUROS (EUR 10,000.00).
- 10.3 THE EXCLUSIONS IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT THEY SHALL NOT APPLY TO: (A) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) UNIVERSITY'S VIOLATION OR INFRINGEMENT OF CELONIS' INTELLECTUAL PROPERTY RIGHTS; OR (D) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW.

11 Governing Law and Jurisdiction

This Agreement shall be governed under the laws of England and Wales, excluding its conflicts of laws principles, and both Parties agree that all disputes arising out of the Agreement shall be subject to the exclusive jurisdiction and venue of courts located in London, England.

12 General

- 12.1 Amendments in Writing. No provision of this Agreement may be amended except by an agreement in writing signed by both Parties.
- 12.2 If any provision of this Agreement or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Agreement and all other provisions of this Agreement shall be deemed valid and enforceable.
- 12.3 Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by first class mail, return receipt requested, or via an international courier service (e.g. FedEx, DHL, UPS, etc.) to the addresses of the Parties listed below, and in the case of notices to Celonis, with a copy emailed to cfo@celonis.com. Notice so sent will be deemed effective one day after email and three days following deposit in the mail, proper postage prepaid or one day following delivery to an international courier, prepaid for overnight delivery.
- 12.4 The terms which by their nature are intended to survive termination or expiration of this Agreement shall survive any such termination and expiration including without limitation Sections 7 to 12.
- 12.5 This Agreement may be assigned by Celonis to any of its affiliates. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by University without Celonis' prior written consent, such consent not to be unreasonably withheld.
- 12.6 This Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements, and understandings, if any, between the parties.

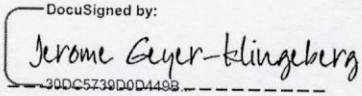
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Signature Page:

Celonis SE

Munich Apr 21, 2023 | 8:03 AM MESZ

Place, Date

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Authorized Signature

Jerome Geyer-Klingenberg

Name in Capital Letters

Head of Academic Alliance

Function in Capital Letters

Place, Date

Authorized Signature 2 (if required)

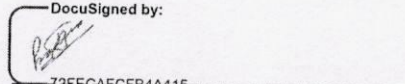
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UNIVERSITY OF ENGINEERING AND
MANAGEMENT

JAIPUR Apr 21, 2023 | 6:08 AM CEST

Place, Date

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Authorized Signature

Dr. Pradeep Kumar Sharma

Name in Capital Letters

REGISTRAR

Function in Capital Letters

Place, Date

Authorized Signature 2 (if required)

Name in Capital Letters

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