

## **Celonis Training Platform Terms of Use**

### **1. General**

The Celonis Training Platform shall comprise the <http://lms.celonis.com/> website and all content and services, including on-site trainings, available at or through Celonis (the "Training Platform"). The Training Platform is hosted and owned by Celonis. All of the terms and conditions contained herein and procedures that may be published from time to time on the Training Platform (collectively, the ("Terms") shall govern your account. If you do not agree to all the Terms, then you may not access the Training Platform. Celonis reserves the right, at its sole discretion, to modify or replace any part of these Terms at any time.

### **2. Your Training Platform Account**

You must be at least eighteen (18) years old or the age of majority in your jurisdiction to use and participate in the Training Platform. You are responsible for maintaining the confidentiality and security of your Training Platform password and account, and assume all liabilities and responsibilities for any and all activities that occur under your account. In order to register for an account with the Celonis Training Platform, you must provide personal information. By providing your personal information to Celonis, you consent to the collection, processing and storage by Celonis of your personal information in accordance with the terms of the Celonis [Privacy Policy](#). Celonis reserves the right to refuse access to the Training Platform to anyone, at any time, without notice, and for any reason. Celonis will not be liable to you or any third party for any claims or actions arising or resulting from your use, visit, or participation in the Training Platform and for any modification, suspension, or termination of the Training Platform, or termination of your access to the Training Platform.

### **3. Terms for Use of the Training Platform**

In connection with your use of the Training platform you will not (and you will not allow your users or any third party to):

- a. Share or transfer any certification, or any other similar credential earned on the Training Platform for any purpose.
- b. Share, transfer, or otherwise disclose any solution to any Celonis Certification Exam for any personal gain or commercial advantage, or for any purpose other than educational instruction.
- c. Falsely state or otherwise misrepresent information related to the use of the Training Platform, including your learning progress, or the number or types of certifications that you have earned through use of the Training Platform.
- d. You agree that the Training Tracks, Certificates of Completion, Certification Exams and all content related to these are Celonis confidential and proprietary information ("Confidential Information"). You are prohibited from disclosing, copying or publishing Confidential Information, and You shall not use any Confidential Information for any purpose outside the scope of these Terms. Your confidentiality obligations shall survive the termination of these Terms.

### **4. Certifications**

You may be able to pursue certain Celonis product related credentials or certifications after meeting any requirements of the applicable Training Track or certification program. Participation in any such Training Track or certification program is governed by these Terms. Upon completion and

verification of any pre-requisite requirements you will be granted access to the Certification Exam for purposes of testing Your knowledge of a specific Celonis Training Track or user type and qualifying for the applicable Certification Exam.

Upon successful completion of the Certification Exam, Celonis grants You a personal, non-exclusive, non-transferable, revocable license to use the applicable Certification and associated logo for the sole purpose to indicate that You meet the criteria for the applicable user Certification. You may not use the user Certification in any way that: i) may be construed to establish an affiliation between Celonis and any third parties; or ii) negatively impacts Celonis' reputation or goodwill. Celonis retains all rights, title and interests in the Certifications. Nothing herein shall be construed to grant any other rights to You.

## **5. Rights**

Celonis hereby grants to you a revocable, non-exclusive, non-transferable, limited and personal right (without the right to authorize any third party) to use the Training Platform solely for your own non-commercial personal, professional or educational purposes. The Training Platform may contain third-party material.

Celonis may use and disclose personal information such as Your name, information about Training Tracks for which You have registered or completed, and information regarding associated Certification Exam results to administer and facilitate the Training Platform and the Celonis Partner Program, including Your participation therein or involvement thereto.

Use of the Training Platform and these Terms do not transfer from Celonis to you any Celonis or third party intellectual property, and all right, title and interest in and to such property will remain solely with Celonis. Celonis, celonis.com, the Celonis logo, and all other trademarks, service marks, graphics and logos used in connection with celonis.com, or the Training Platform are trademarks or registered trademarks of Celonis. Other trademarks, service marks, graphics and logos used in connection with the Training Platform may be the trademarks of other third parties. Your use of the Training Platform grants you no right or license to reproduce or otherwise use any Celonis or third-party trademarks.

## **6. Indemnification and Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CELONIS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES AND LICENSORS (THE "CELONIS ENTITIES") SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CELONIS ENTITIES UNDER ANY THEORY OF LIABILITY EXCEED THE FEES PAID TO CELONIS, IF ANY, TO PARTICIPATE IN THE TRAINING PLATFORM.

## **7. Notices**

All legal notices under these Terms should go to [cfo@celonis.com](mailto:cfo@celonis.com) or may be sent in writing to the address below with a copy to the email above.

Celonis  
Attn: Legal  
Theresienstrasse 6  
80333 Munich Germany

## **8. Applicable Law**

The following applies if you access the Training Platform from the Americas:

New York law will govern these Terms without giving effect to any principles of conflicts of laws. All claims, legal proceedings, or litigation arising in connection with the Training Platform will be brought solely in the federal or state courts located in New York City, New York, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

The following applies if you access the Training Platform from anywhere else in the world:

The laws of England and Wales will govern these Terms without giving effect to any principles of conflicts of laws. To the extent possible under applicable law, venue for all disputes in connection with these shall be London, England.