**Order Form for
osapiens Cloud
Services
osapiens Reference No. CaaS_Prod_2012**

Between   **osapiens Services GmbH
Julius-Hatry-Straße 1
DE-68163 Mannheim**

                                ("osapiens")

And   **HÜBNER GmbH & Co KG
Heinrich-Hertz-Strasse 2
34123 Kassel**

                                ("Customer")

1.   ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by osapiens is an offer by osapiens. When signed and returned to osapiens by Customer on or prior to the offer expiration date, it becomes a binding agreement for the osapiens Cloud Service(s) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 30 April 2021

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the **"Agreement"**:

Agreement	Location
Order Form	
Schedule A of this Order Form: **General Terms and Conditions for osapiens Cloud Services (GTC)**	osapiens GTC for osapiens CaaS Cloud Services_1.0_ENG
Schedule B of this Order Form: **SLA and Support Policy for osapiens Cloud Services**	osapiens SLA and Support Policy for osapiens CaaS Cloud Services_v1.0_ENG
Schedule C of this Order Form: **Data Processing Agreement for osapiens Cloud Services** Schedule C will serve as a commissioned written data processing agreement.	osapiens PDA for osapiens CaaS Cloud Services_v1.0_ENG

osapiens

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. osapiens recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2.   CLOUD SERVICE

2.1   Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

Subscription Term: from 01/05/2021 to 01/05/2023

osapiens Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee *	Subscription Period Start Date	Subscription Period End Date	Total Fee in EUR *
Annual Subscription Fee for the **Business User** of **Celonis Productions Operations Automation by osapiens** The Customer is granted a non-exclusive, non-transferable right to access the Cloud Service for own internal purposes during the subscription term. Base Package includes: - 5 Business Users - 2 Analyst Users - 50 APIC (1GB) -	Base Package	1	**48.500€**	01/05/2021	01/05/2022	**48.500€**
Additional fee per Business User ***	Named User	1	1.500€			
Additional fee per Analyst User***	Named User	1	3.000€			
Additional fee per block of APC***	25	1	22.500			

Total Fee in EUR	**48.500€**

osapiens Cloud Service	Standard SLA	Extended SLA	Annual Fee *
Standard SLA	Yes	No	0€

Total Fee in EUR	0€

(*) plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

(***)

Business User:

(1) Definition: A "Business User" describes a personalized password protected account for access to the respective Celonis product specified in the individual Order. A Business User is limited to accessing and filtering analyses built and shared in the Intelligent Business Cloud. In addition, the Business User can receive and interact with signals from the Celonis Intelligent Action Engine and take respective actions based on such signals.

(2) Scope: A Business User may only be used by one single natural person designated by name. A Business User shall not be made accessible to any third person, including employees of the same company or of affiliated companies. The Customer however shall be entitled to replace the person associated with the Business User by way of updating the person designated by name in the system. The number of subscribed Business Users constitutes an upper limit for the number of employees authorized to access the Intelligent Business Cloud

Analyst:

(1) Definition: An "Analyst" describes a personalized password protected account for access to the respective Celonis product specified in the individual Order. This access includes all subscribed features, only limited by the elected individual user rights, whereas the individual user rights may be elected and altered freely. Therefore, the User has full flexibility and in addition to viewing and interacting, the User can also build and edit data models, machine learning models, skills and analyses in the Intelligent Business Cloud. Additionally, the User has full administrative capabilities and can create, receive and interact with signals from the Celonis Intelligent Action Engine and take respective actions on such signals.

(2) Scope: An Analyst may only be used by one single natural person designated by name. An Analyst shall not be made accessible to any third person, including employees of the same company or of affiliated companies. The Customer however shall be entitled to replace the person associated with the Analyst by way of updating the person designated by name in the system. The number of subscribed Analysts constitutes an upper limit for the number of employees authorized to access the Celonis Software

Analytical Processing Capacity (APC): The APC is the available capacity for storage, transformation, high-performance computation and processing of all data, which the customer ingested in the Intelligent Business Cloud concurrently at a given time. The APC is measured in gigabytes (GB) and limits the amount of uncompressed raw data, which can be stored in the Intelligent Business Cloud as well as the computational power available to the Customer to analyze that data in the Intelligent Business Cloud.

2.2   Subscription Term

(a)   Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by osapiens' provisioning team.

(b)   Unless the stated otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for one year. Auto-renewal will not occur if Customer notifies osapiens of its intention not to renew at least three (3) months in advance of the expiration of the current term, or osapiens notifies Customer of its intention not to renew at least 30 days prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. osapiens may invoice and Customer will pay for excess use based on osapiens' prices on the date the excess use began.

3. PAYMENT AND INVOICES

3.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by osapiens and paid by Customer annually in advance. osapiens may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by osapiens on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied for Excess Use or as described below, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse osapiens for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by osapiens in performing any support for the Cloud Service.

5. CUSTOMER LOCATION

Customer has provided the following primary access location:

HÜBNER GmbH & Co KG
Heinrich-Hertz-Strasse 2
34123 Kassel

This is the primary (but not the only) location from which Customer will access the Cloud Service.
If Customer does not provide a primary access location, osapiens will incorporate a default primary access location to Customer's sold-to address.

Accepted By:

Name: _____

Title: _____

Date: _____

VAT nr: _____