

General Terms for Celonis Professional Services - Celonis SE

1. Definitions.

All definitions used in these Terms have the meaning set out in **Annex A**.

2. Structure and Scope.

These Terms and an accepted Order are the Agreement between You and Us. When You would like to purchase Services from Us, we will discuss Your requirements and We will issue you with a draft Order setting out the scope of the Services. The draft Order is an offer from Us to supply and for You to purchase the Services set out therein and under these Terms. By signing the Order (manually or electronically) which references these Terms, You accept the Order and agree to be bound by the Agreement, from the date you sign the Order. We will provide you the Services as set out in the applicable accepted Order. The accepted Order shall reference these Terms and forms part of the Agreement.

3. Our Obligations.

- 3.1 We shall provide the Services (i) in accordance with the terms of the relevant Order and these Terms; (ii) in a professional manner by using at all times appropriately knowledgeable, qualified and trained staff; and (iii) using reasonable care and skill in accordance with generally accepted industry standards.
- 3.2 Where Celonis Work Results have been explicitly defined in the Order to form part of the Services, We shall deliver such Celonis Work Results in accordance with any applicable specifications agreed in the Order and the timelines agreed therein.
- 3.3 Unless explicitly agreed otherwise in an Order, Our Services are provided as consultancy and advisory services only, including where Celonis Work Results have been agreed.

4. Your Obligations.

- 4.1 Where specified in an Order, You will appoint a Project Manager, who will coordinate Your activities related to the Services. You will ensure that the same person acts as Project Manager for the duration of the applicable Services engagement; but if You need to change the Project Manager You must notify Us in writing in advance of such change. Your Project Manager will have the authority to contractually bind You on all matters related to the Services.
- 4.2 If at any time You or We are dissatisfied with the performance of one or more of Your or Our team members involved in the project for Services, the dissatisfied party shall promptly notify the other party in writing of such dissatisfaction. The other party shall promptly consider the issue and offer a reasonable remedy to cure the dissatisfaction, which may include replacement of such team member. If the issue is still not resolved, the parties shall escalate the issue to the Project Managers.

4.3 You shall:

- 4.3.1 cooperate with Us on any matters relating to the Services as set out in the Order and provide Us with prompt feedback to Our requests;
- 4.3.2 provide Us in a timely manner such access to Your premises and Customer Data, and such office accommodation and other facilities, as We reasonably request for the performance of the Services. In particular, where On-Site-Training Services are conducted by Us at Your location, You will make available suitable facilities at no charge;
- 4.3.3 provide Us in a timely manner such Customer Materials as We may request in connection with the provision of the Services; and
- 4.3.4 ensure that the Customer Materials are correct in all material respects, do not infringe any Intellectual Property Rights of any third party and do not breach any applicable law or regulation or any term of the Agreement.

- 4.4 If Our performance of Our obligations under an Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, We are not liable to You for any costs, charges or losses which may be sustained or incurred by You as a result of such delay or Our inability to perform the Services. Our time of performance shall be enlarged, if and to the extent reasonably necessary due to such acts or delays by You. Without prejudice to Our other rights or remedies, We will notify You of the estimated impact of any such delays on any performance schedule and fees.

5. Change Process.

- 5.1 If either party requests a change to the scope or execution of the Services, We shall, within a reasonable time, provide a written estimate to You of (i) the likely time required to implement the change; (ii) any variations to Our charges arising from the change; (iii) the likely effect of the change on the applicable Order; and (iv) any other impact of the change on these Terms.
- 5.2 The change shall not take effect until We have agreed with You an amendment to the Order in accordance with this Section 5 to incorporate the necessary variations to the charges, the applicable Order and any other relevant Sections of these Terms to take account of the change. If no amendment is agreed no changes to the scope of the Services will occur and the Services will be performed in accordance with the description of Services applying on the date on which the change request was requested.

6. Services Fees.

- 6.1 We will provide all Services on a time and material basis at Our then-current rates, unless otherwise agreed by You and Us in an Order. Our daily rates are calculated based on an 8 (eight) hour working day (excluding weekends and public holidays in the country in which We are providing Services to You). All Services are billed in arrears on a

monthly basis. Unless agreed otherwise the Service Fees exclude travel and accommodation costs and reasonable out of pocket expenses which will be borne by You.

- 6.2 You shall pay all invoices We submit to You for the Fees, in full and cleared funds in the currency set out in the Order, within 30 days of the date of the invoice.
- 6.3 We may, without prejudice to any other rights We may have, set off any of Your liability to Us against any liability that We may have to You. You may only set-off sums payable by Us to You which are undisputed or determined by final judgment, against any sums payable by You for the Services.
- 6.4 Without prejudice to any other rights We may have, We may (i) charge You interest at the rate of 4% per annum above the base lending rate of the Bank of England or such other amount as may be provided by applicable law from time to time on any overdue sums from the due date until the date of receipt of payment by Us (inclusive); and (ii) suspend the Services until all payments have been made in full.
- 6.5 Fees for the Services exclude Taxes. If We are required to pay Taxes based on the Services provided under these Terms, then We will bill such Taxes to You and You will pay such Taxes.

7. Intellectual Property Rights.

- 7.1 All Intellectual Property Rights in the Celonis Software, Celonis Materials and Celonis Work Results are owned by Us and shall remain the sole and exclusive property of Celonis SE or its licensors.
- 7.2 Unless otherwise agreed to in writing in an Order, upon full payment of the Fees in respect of the Services, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Celonis Work Results for Your and Your directly and indirectly controlled Affiliates' own internal business purposes. Only to the extent required to use the Celonis Work Results as per the applicable Order, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Celonis Materials.
- 7.3 If the Celonis Work Results include Software and Documentation, You:
 - 7.3.1 shall not decompile or reverse engineer the Software (unless expressly permitted by applicable law), nor analyze or transfer to third parties any source code that We may have made available to You;
 - 7.3.2 shall only make copies of the Software, Documentation and other materials We make available to You for Your internal backup or archiving purposes;
 - 7.3.3 shall keep all information in respect of the Software, Your applied methods and any processes and all Documentation and materials confidential and shall undertake all required activities to ensure that no third party gains any access to the Software, Documentation or other materials; and
 - 7.3.4 acknowledge that You will be liable to Us for any damages We may incur due to Your unauthorized use of the Software, source code, Documentation or other materials We provided to You, including but not limited to any provision by You of

the Celonis Software or its documentation, source code or Celonis Materials to any third parties.

- 7.4 All Intellectual Property Rights in Customer Materials are owned by and will remain with You or Your licensors. You hereby grant (or shall procure that the owner of the Intellectual Property Rights therein shall grant) to Us a non-exclusive, non-transferable, worldwide and royalty-free licence to use the Customer Software and Customer Materials free of charge for the term of the applicable Order, to permit Us to perform Our obligations under such Order.
- 7.5 Nothing in the Agreement shall be construed so as to prevent Us from using techniques, ideas and other know-how gained during the performance of an Order in the furtherance of Our own business to the extent that such use does not result in a disclosure of Confidential Information in breach of Section 11 or any infringement of Your or Your licensors' Intellectual Property Rights.

8. Limited Warranty.

- 8.1 We warrant that Our Services will be performed in a professional workman-like manner with reasonable skill and care.
- 8.2 Where Celonis Work Results are agreed in an Order, We warrant that the Celonis Work Results will materially conform with the specifications specified in the applicable Order for a period of ninety (90) from delivery of the Celonis Work Results.
- 8.3 We do not warrant that the Services or Celonis Work Results will be error-free or uninterrupted or that We will correct all non-conformities.
- 8.4 In the event of a breach of a warranty under Sections 8.1 or 8.2, and if You notify Us in writing within ninety (90) days of delivery of the Service or Celonis Work Result of the alleged warranty breach and provide Us with a precise description of the problem and all relevant information reasonably necessary for Us to rectify such warranty breach, We shall, at Our option and expense, either
 - 8.4.1 re-perform the applicable Services or Celonis Work Result so that they conform to the warranty; or
 - 8.4.2 refund the Fee paid in respect of the non-conforming Service or Celonis Work Result.

The remedy stated in this Section 8.4 is our only liability to You and Your sole and exclusive remedy for a warranty breach.

- 8.5 To the maximum extent permitted by applicable law, the warranties and remedies provided in this Section 8 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Us, Our Affiliates and suppliers.

9. Limitation of Liability.

- 9.1 Subject to Section 9.4, Our aggregate liability to You for or in respect of any loss or damage suffered by You (whether due to breach of contract, tort (including negligence) or otherwise) under or in

connection with the Agreement shall not exceed the total amount of fees paid by You under the applicable Order in which the liability arises.

- 9.2 Subject to Section 9.4, in no event will We be liable for special, consequential, incidental or other indirect damages, including, without limitation, 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 the 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 You agree that, in entering into an Order, either You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms or an applicable Order or (if You did rely on any representations, whether written or oral, not expressly set out in these Terms or an Order) that You shall have no remedy in respect of such representations and (in either case) We shall have no liability to You otherwise than in accordance with the express terms of these Terms and applicable Order. We shall have no liability to You for any losses or damages caused by Your delay or failure to timely provide any required information or to fulfil your obligations under these Terms or applicable Order. You and We 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 fraud or fraudulent misrepresentation, personal injury or death caused by a party's negligence, or any other liability which cannot be excluded or limited by applicable law.
- 9.5 We shall have no liability to You under the Agreement if We are prevented from, or delayed in, performing Our obligations under the Agreement or from carrying on Our business by a Force Majeure Event.

10. Term and Termination.

- 10.1 Each Order shall take effect on the Order Date and remain in effect until any agreed end date specified in the Order or until delivery of all Services contemplated by the Order are completed, unless terminated sooner in accordance with these Terms.
- 10.2 Without prejudice to any other rights or remedies to which We or You may be entitled, either You or We may terminate the Agreement without liability to the other at any time with immediate effect upon written notice if the other party:
 - 10.2.1 is in material breach of any of its obligations under these Terms or the applicable
 - 10.2.2 Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or
 - 10.2.3 voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over

it or any of its assets; passes a resolution for winding-up or a court of competent jurisdiction makes an order to that effect; if the other party becomes subject to an administration order, enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

- 10.3 Unless otherwise stated in an Order, each Order may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.
- 10.4 In the event We terminate an Order pursuant to Section 10.2 or You terminate an Order for convenience in accordance with Section 10.3 any prepaid Service Fees (in whatever form including without limitation in the form of allotments/contingents) shall be non-refundable and We shall be under no obligation to refund to You any such prepaid Service Fees even where as at the date of termination You have not yet called off all Services.
- 10.5 Upon expiry or termination of the Order
 - 10.5.1 each party shall immediately return to the other all papers, materials, Confidential Information and other properties of the other held by it in connection with the performance of the Services;
 - 10.5.2 You shall promptly pay Us for all Services provided and Fees and expenses due up to the the date of termination; and
 - 10.5.3 neither party shall have any further right or obligation with respect to the other except as set out in this Section 10 and in such Sections of the Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement.

11. Confidentiality.

- 11.1 Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with the performance of the Agreement and to use such Confidential Information only to perform the Agreement. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Services. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its Representatives whose access is necessary to enable it to perform the Agreement and who are obliged to maintain confidentiality to a similar extent as provided herein. Each party will be responsible for its Representatives' compliance with the provisions of this Section 11.
- 11.2 A party that comes aware of a suspected or actual breach of confidentiality, misuse or unauthorized dissemination relating to the other party's Confidential Information shall inform the other party in writing without undue delay.

11.3 Section 11.1 above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (b) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) has become generally available to the public without a contractual breach by the receiving party; (d) at the time of disclosure, was known to the receiving party free of restriction; (e) the disclosing party has agreed in writing is free of such restrictions; or (f) has to be disclosed pursuant to statutory law or court, administrative or governmental order. In such event, the receiving party shall inform the disclosing party of the applicable provision or order without undue delay, to the extent legally possible, in order to enable the disclosing party to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information.

11.4 The obligations in this Section 10 shall apply for a period of 5 (five) years from first disclosure of the applicable Confidential Information. This Section 11 shall survive termination or expiry of the Agreement.

12. Customer Data and Data Protection.

12.1 To the extent We have access to any Customer Data in the provision of the Services, We shall use reasonable endeavors:

12.1.1 to keep all Customer Data secure and to use no less stringent measures for the protection of such Customer Data as We use for Our own data; and

12.1.2 to preserve the integrity of the Customer Data and to prevent the loss or corruption of the Customer Data.

12.2 We acknowledge that You are acting as a data controller in respect of any Customer Data which contains Personal Data. To the extent that We process any Personal Data in the provision of the Services, the Data Processing Agreement in **Annex B** shall apply.

12.3 For the purposes of Section 12 the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.

13. Feedback.

During the term of each Order, You may provide or We may solicit Your input regarding Celonis Software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of Celonis Software, products and/or services, or input as to whether You believe Our development direction is consistent with Your own business and IT needs (collectively "**Feedback**"). All Feedback is provided at Your sole discretion. In order for Us to utilize such Feedback, You grant to Us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to Our licensees and customers, under all relevant Intellectual Property Rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Our and Our sublicensees' products or services embodying Feedback in any manner and via any media We choose, without reference to the source. We shall be entitled to use Your and Your Representatives' Feedback for any purpose without restriction or remuneration of any kind. Except for the license granted

above to use Feedback You provide at Our sole discretion, We acquire no title or interest in any of Your pre-existing or independently developed data, information, or Intellectual Property Rights under these Terms. You acknowledge that the information related to Celonis' Software, products, services, business or technology plans, disclosed to You in the provision of Services under the Agreement, is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding upon Us to any particular course of business, product strategy, and/or development.

14. General Provisions.

14.1 **Independent Contractors.** The relationship between You and Us is that of independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

14.2 **Sub-Contracting.** We may subcontract all or part of the Services to be performed to a qualified third party. In this event, We will be liable for the services rendered by the third party.

14.3 **Assignment.** Except as permitted herein, neither party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, We may at any time upon notice to You assign or otherwise transfer Our rights and obligations under the Agreement to any of Our Affiliates or successors in business.

14.4 **Employment Liabilities.** Upon expiry, termination or assignment of an Order howsoever arising, each party shall be responsible for any Employment Liabilities arising in relation to its own staff during the Order and on the expiry or termination of such Order. Accordingly, each party shall indemnify, and hold the other party harmless, from and against all Employment Liabilities which the other party or its Representatives may incur arising from or in connection with the expiry, termination or assignment of an Order.

14.5 **Governing Law.** The Agreement is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

14.6 **Amendments.** Any amendments or additions to the Agreement must be made in writing and executed by duly authorised Representatives of both parties.

14.7 **Entire Agreement.** These Terms, together with any applicable Orders, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between these Terms and an Order, the Order shall take precedence over the Terms. Any purchase order, purchasing terms, general terms of business or other document issued by You is for administrative convenience only and shall not be binding on Us.

14.8 **Export Control.** Our Confidential Information, inclusive of all Services, Celonis Work Results and other Celonis Materials, are

subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. You agree that You will not submit the Services, Celonis Work Results, other Celonis Materials or Our Confidential Information to any government agency for licensing consideration or other regulatory approval without Our prior written consent, and will not export such items to countries, persons or entities prohibited by such laws. You shall also be responsible for complying with all applicable governmental regulations and laws of the country where You are registered, and any foreign countries with respect to the Your and Your Affiliates' use of the Confidential Information, Services, Celonis Materials and Celonis Work Results and the provision by You and Your Affiliates of Customer Data.

14.9 Severability. Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.

14.10 No Waiver. No waiver by either party of any breach or default or exercise of a right of a party under the Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.

14.11 Third Party Rights. A person who is not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999 (the "Act") has no rights to enforce, or to enjoy the benefit of, any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under this Agreement.

14.12 Notices. Except as otherwise specified in these Terms or an Order, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) two business days after sending by e-mail (provided e-mail shall not be sufficient for notices of termination of these Terms or an Order). E-mails to Us shall be directed to the CFO Office of Celonis (cfo@celonis.com), and e-mails to You shall be addressed to the administrative contact designated by You in the Order. Notices relating to the termination of the Agreement must be sent by registered mail.

14.13 Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration including without limitation the following Sections: Sections 7, 8, 9, 10, 11, 12, 13 and 14.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with, a party. "Control" for these purposes means direct or indirect ownership or control of more than fifty percent (50%) of the voting power or ownership interest in the entity.
2. **"Agreement"**: these Terms including all Schedules, the Orders entered into between You and Us and all other written schedules, annexes, attachments and amendments to the Orders or these Terms.
3. **"Celonis Materials"**: any software, programs, tools, systems, data, Celonis Confidential Information or other materials made available by Us to You in the course of the performance of an Order, but at all times excluding the Celonis Software.
4. **"Celonis Work Result(s)"**: work results We create in the provision of Services as described and specified in an Order, which may include but is not limited to Software (including its Documentation), presentations, modifications or other materials We create or modify (which may include under the performance of Our warranty obligations), but at all times excluding the Celonis Software.
5. **"Celonis Software"**: the Celonis standard software which may be licensed to You under a separate agreement(s) with Us or with one of Our resellers.
6. **"Confidential Information"** any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: 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. Our Confidential Information includes without limitation the Celonis Software and Documentation.
7. **"Customer Data"**: any data (which may include Personal Data) made available by You to Us pursuant to an Order, and any data generated by Us from such data in the performance of the Services.
8. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to an Order, and includes Customer Data.
9. **"Data Protection Laws"**: EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR) and any applicable acts and regulations which bring it into force and such other applicable analogous legislation in other jurisdictions in which Personal Data is processed under the Agreement.
10. **"Documentation"**: documents and materials which describe, explain or support the use of Software.
11. **"Employment Liabilities"**: includes all liabilities (including pension liabilities) connected with or arising from Transfer of Undertakings (Protection of Employment) Regulations 2006 or otherwise connected with or arising from the employment of employees or the use or engagement of temporary, agency or other individual or contract workers and their health and safety at work including any requirement to inform or consult such individuals or their representatives.
12. **"Feedback"** has the meaning as set forth in Section 13 of these Terms.
13. **"Fees"**: the fees payable by You for the Services as set out in an Order.
14. **"Force Majeure Event"**: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.
15. **"Intellectual Property Rights"**: patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
16. **"Order"**: an order, statement of work or other service agreement or similar document agreed by the parties for the call-off of Services and which may further specify the Services to be provided by Us to You and forms part of the Agreement.
17. **"Order Date"**: the date the applicable Order takes effect as specified in the Order.
18. **"Personal Data"**: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
19. **"Reasonable Steps"**; those steps the receiving party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care.
20. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
21. **"Services"** the consulting and/or professional services related to the Celonis Software which may include installation and implementation services for Celonis Software, provided by Us to You as described in the applicable Order.
22. **"Software"** any software that has been developed for You as a Celonis Work Result under an Order; but at all times excludes the Celonis Software.
23. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes based on this Agreement, or use or receipt of the Services or Celonis Work Results.
24. **"Terms"**: these General Terms and Conditions for Celonis Professional Services, as may be amended by Us from time to time.
25. **"We," "Us," "Our" or "Celonis"**: Celonis SE, Theresienstrasse 6, 80333 Munich, Germany.
26. **"You" or "Your"**: the company or other legal entity for which you are accepting these Terms and any Orders, and Affiliates of that company or entity which have signed Orders.

Annex B

Data Processing Agreement

This data processing agreement (the "DPA") details the parties' obligations on the protection of personal data associated with Our processing of Your personal data on Your behalf within the scope of the applicable Order (hereinafter, the "Agreement"). You are the controller of the personal data you provide to Us in the course of Our provision of the Services under the Agreement ("Controller") and You appoint Us as a processor ("Processor") to process such personal data (hereinafter, "Data") on Your behalf (hereinafter, "Contract Processing").

§ 1 Scope, Duration and Specification of Processing of Data

1. The scope and the detailed stipulations on the type and purpose of Contract Processing are defined in the **Exhibit**.
2. Except where the DPA stipulates obligations beyond the term of the Agreement, the duration of this DPA shall be the same as the term of the Agreement.

§ 2 Scope of Application and Responsibilities

1. Processor shall process Data on behalf of Controller. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this DPA, Controller shall be solely responsible for compliance with its obligations under the applicable statutory requirements on data protection, including, but not limited to, the lawful disclosure and transfer of Data by Controller to Processor.
2. Controller's individual instructions on Contract Processing shall, initially, be as detailed in the Agreement. Controller shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modify, amend or replace such individual instructions by issuing such instructions to the point of contact designated by Processor. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Controller shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3 Processor's Obligations

1. Except where expressly permitted by Article 28 (3)(a) GDPR, Processor shall process data subjects' Data only within the scope of the Agreement and the instructions issued by Controller. Where Processor believes that an instruction would be in breach of applicable law, Processor shall notify Controller of such belief without undue delay. Processor shall be entitled to suspend performance on such instruction until Controller confirms or modifies such instruction.
2. Processor shall, within Processor's scope of responsibility, organize Processor's internal organization so it satisfies the specific requirements of data protection. Processor shall

implement technical and organizational measures to ensure the adequate protection of Controller's Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. Processor shall implement technical and organizational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Controller is familiar with these technical and organizational measures, and it shall be Controller's responsibility that such measures ensure a level of security appropriate to the risk. The parties agree to refer to the existing certification of Processor by Kiwa International Cert GmbH in accordance with **DIN ISO/IEC 27001:2015** which is considered sufficient evidence for these purposes by Controller and which is available on the website of Processor (www.celonis.com).

3. Processor reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.
4. Processor shall support Controller, insofar as is agreed upon by the parties, and where possible for Processor, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.
5. Processor shall ensure that all employees involved in Contract Processing of Controller's Data and other such persons as may be involved in Contract Processing within Processor's scope of responsibility shall only do so within the scope of the instructions. Furthermore, Processor shall ensure that any person entitled to process Data on behalf of Controller has undertaken a commitment to confidentiality under terms similar to the confidentiality terms of the Agreement. All such confidentiality obligations shall survive the termination or expiration of such Contract Processing.
6. Processor shall notify Controller without undue delay if Processor becomes aware of any Data breaches within Processor's scope of responsibility.
7. Processor shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Processor shall coordinate such efforts with Controller without undue delay.
8. Processor shall notify to Controller the point of contact for any issues related to data protection arising out of or in connection with the Agreement. The **Exhibit** provides for a list of the initially designated persons.
9. Processor shall correct or erase Data if so instructed by Controller and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Processor shall, based on Controller's instructions, and unless agreed upon differently in the Agreement, destroy,

- in compliance with data protection requirements, all carrier media and other material or return the same to Controller.
10. In specific cases designated by Controller, such Data shall be stored or handed over. The associated cost for doing so and protective measures to put in place shall be agreed upon separately, unless already agreed upon in the Agreement.
 11. Processor shall, upon termination of Contract Processing and upon Controller's instruction, return all Data, carrier media and other materials to Controller or delete the same.
 12. Where a data subject asserts any claims against Controller in accordance with Article 82 of the GDPR, Processor shall support Controller in defending against such claims, where possible at Controller's cost as set out in Section 6 para. 3.

§ 4 Controller's Obligations

1. Controller shall notify Processor without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Controller in the results of Processor's work.
2. Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against Processor in accordance with Article 82 of the GDPR.
3. Controller shall notify to Processor the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

§ 5 Enquiries by Data Subjects

Where a data subject asserts claims for rectification, erasure or access against Processor, and where Processor is able to correlate the data subject to Controller, based on the information provided by the data subject, Processor shall refer such data subject to Controller. Processor shall forward the data subject's claim to Controller without undue delay. Processor shall support Controller, where possible, and based upon Controller's instruction insofar as agreed upon. Processor shall not be liable in cases where Controller fails to respond to the data subject's request completely, correctly, or in a timely manner.

§ 6 Options for Documentation

1. Processor shall document and prove to Controller Processor's compliance with the obligations agreed upon in this DPA by appropriate measures.
2. Where, in individual cases, audits and inspections by Controller or an auditor appointed by Controller are necessary, such audits and inspections will be conducted upon prior notice during regular business hours, and without interfering with Processor's operations. Processor may also determine that such audits and inspections are subject to prior notice and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organizational measures and safeguards implemented. Processor shall be entitled to reject auditors that are competitors of Processor. Controller hereby consents to the

- appointment of an independent external auditor by Processor, provided that Processor provides a copy of the audit report to Controller.
3. Processor shall be entitled to request from Controller a reimbursement of costs for its support in conducting inspections where such costs have been agreed upon in the Agreement or otherwise in writing by the parties. Processor shall endeavor to limit its time and effort for such inspections to one day per calendar year, unless agreed upon otherwise.
 4. Where a data protection or other applicable supervisory authority conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

§ 7 Subcontractors (further processors (or 'sub-processors') on behalf of Controller)

1. Processor shall use subcontractors as further processors on behalf of Controller only where approved in advance by Controller (in accordance with para. 3).
2. If Processor engages further Processors or subcontractors to perform any of its obligations under the Agreement it shall seek Controller's prior consent. Processor shall conclude, with such subcontractors, contractual terms necessary to ensure an appropriate level of data protection and information security.
3. Controller hereby consents to Processor's use of the subcontractors listed in the **Exhibit** to this DPA in connection with the performance of the Agreement. Processor shall, prior to the use of further subcontractors, obtain Controller's prior approval, such approval not to be withheld except for important reasons related to compliance with data protection laws.
4. Where Processor commissions subcontractors, Processor shall be responsible for ensuring that Processor's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

§ 8 Obligations to Inform, Mandatory Written Form, Choice of Law

1. Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Processor's control, Processor shall notify Controller of such action without undue delay. Processor shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Controller's sole property and area of responsibility, that data is at Controller's sole disposition, and that Controller is the responsible body in the sense of the GDPR.
2. No modification of this DPA and/or any of its components – including, but not limited to, Processor's representations and obligations, if any – shall be valid and binding unless made in

writing or in a machine-readable format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this DPA. The foregoing shall also apply to any waiver or change of this mandatory written form.

3. In case of any conflict, the data protection regulations of this DPA shall take precedence over the regulations of the Agreement. Where individual regulations of this DPA are invalid or unenforceable, the validity and enforceability of the other regulations of this DPA shall not be affected.
4. This DPA is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for any disputes arising out of or in connection with this DPA.

§ 9 Liability and Damages

The liability provisions of the Terms shall apply except as explicitly agreed otherwise in this DPA.

§ 10 International Transfers

Processor will only transfer personal data outside the European Economic Area (including to its group company, Celonis, Inc.) where Processor has complied with its obligations under applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.

Exhibit

Purpose and Scope of Data Processing

(as per the specifications in the respective Order, which may be in addition to the below)

1. Scope of data processing

- Hosting of the Processor's software for the purposes of the Controller within the context of evaluations:
Where the Processor is conducting an evaluation of the Process Mining Software of the Processor at the Controller, as directed by the Controller, as part of the evaluation project, names and e-mail addresses may be inserted in the software to automatically send reports relating to process analyses to the respective persons. User names are uploaded into the cloud storage which then are pseudonymized. Furthermore, the Controller or the Processor (on behalf of the Controller) will upload process data relating to the Controller into the system. These data may contain personal data of e.g. employees and/or customers of the Controller.
- Training services:
Where training services are ordered, names and business contact details (in particular e-mail addresses) of the Controller's personnel are stored and used for the purposes of administering the training courses.
- Other services:
The Processor may be granted access to the ERP-system and other system data of the Controller in the context of the provision of professional services that may e.g. form part of evaluations or implementations. These data are then analyzed or otherwise processed by the Processor as part of the services.

2. Procedures of data processing

- Hosting:
The Processor provides the software for the evaluation project and hosts the software and the data sets provided to the Processor by the Controller in a data center.
- Training services:
Processor may use contact and participation data to administer training courses.
- Other services:
The employees of Processor (consultants) who are providing services as requested by the Controller in the context of the service provision, e.g. implementations or evaluations, may have access to the data stored in the Controller's system, which they are analyzing or otherwise processing in particular for the purposes of integrating the data with the controller's software.

3. Purpose of data processing

- Hosting:
The software provides the tools to analyze processes based on data from IT systems of the Controller. Personal data is primarily used to provide the affected person with information (e. g. the person would like to receive scheduled reports). Furthermore, personal data is used for process analysis in which case usernames will be pseudonymized.
- Training services:

Execution and administration of training services

- Other services:
Support of the execution of the POV for the Controller.
- #### 4. Type of data which is processed under the instructions of the Controller
- Name, first name
 - identification number (e. g. ID, customer number, personnel number)
 - Business address data (e. g. street, house number, ZIP code, place, post box)
 - Communication data (e. g. phone, fax, cellphone, email)
 - Log data
 - Further data or categories of data (please specify):
 - Usernames from the Controller's IT / ERP system
- #### 5. Data subjects affected by the order data processing
- Employees of the Controller
 - Customers or vendors
 - Further affected of categories of affected as may be specified in the Order
- #### 6. Data protection officer of the Processor
- Last name, first name: Dr. Kraska, Sebastian
Phone: +49 89 1891 7360
Email: skraska@iitr.de
- #### 7. Contact person of the Processor
- Last name, first name: Döring, Wolfgang
Phone: +49 89 4161596 - 745
Email: w.doering@celonis.com
- #### 8. Permitted Subcontractors
- Processor may use the following subprocessors (based on the respective Service according to the relevant Order):

| Subcontractor name and location | Description of the individual deliverables |
|---|--|
| Amazon Web Services Inc., Frankfurt, Germany | Hosting of Supplier software and process data provided by the Controller on the Amazon Cloud |
| Celonis B.V., 's-Hertogenbosch, The Netherlands | Support of the services provision through employees of Celonis BV |