

METRICS DESCRIPTION:

Celonis for Consulting (C4C) – Project Credit-Based Model

This Celonis Metrics Description for the Celonis for Consulting (C4C) – Project Credit-Based Model is part of Your Agreement with Celonis (the “Agreement”). It serves to define Celonis for Consulting (C4C) product offerings. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The products You have purchased are listed in an Order entered into between You and Us and are identifiable by the Product Name and the Applicable SKUs, which are common to both the applicable Order and this Metrics Description.

The provisions of each individual Order shall prevail over the below definitions in the event of and to the extent of any conflict.

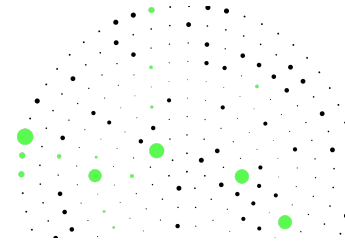
The Celonis Materials may contain technical features that allow Us to verify Your compliance with the limitations in this Agreement and/or an Order. Upon Our reasonable request, You shall certify in writing that Your use of the Celonis Materials fully complies with such limitations. You will keep complete and accurate records related to Your use of the Celonis Materials and the Financial Metrics related to Your Order and will make such records available to Us or Our designated third-party auditor upon request and free of charge.

Partners will be able to leverage the Celonis Platform (as detailed in Section 1 below) to manage projects for End Clients (defined below). Projects are driven by two components: the Celonis Platform and Credits.

1. Celonis Platform

Credits, as described in Section 2 below, are powered by the “Celonis Platform”. The Celonis Platform includes the following for all partners, including “Freemium partners”, being partners who have not yet purchased a credit package:

- a. Analytical Processing Capacity (APC) to support the number of credits Partner is entitled to. APC is allotted per project, based on the project type, as further detailed in Section 3
- b. Access to Celonis’s latest functionalities as outlined in the [Product Description](#) under the *Documentation* section on the *Celonis Terms and Conditions* webpage.
- c. Additional enablement, activation, advisory, and support offerings.



d. Sandboxes

- i. Each partner entity is entitled to request a singular sandbox environment featuring the following entitlements depending on the Partner Program Level:

Partnership Level	Sandbox Type	APC Limit (GB)	Additional APC (per year)	AI Outputs Limit (per year)	Table Rows Limit	Sandbox Split Option	Sandbox Users (Analysts)	Execution & Operations Limit for Action Flows	Access Public Preview Features	Access GA Features
Certified Partner	Small	25	n/a	10,000	100,000	No	Unlimited	Unlimited	No	Yes
Silver	Medium	50	1 Credit For 100 GB	10,000	Unlimited	5	Unlimited	Unlimited	No	Yes
Gold	Medium	50	1 Credit For 100 GB	10,000	Unlimited	5	Unlimited	Unlimited	No	Yes
Platinum	Large	200	1 Credit For 100 GB	10,000	Unlimited	25	Unlimited	Unlimited	Yes	Yes
Titanium	X-Large	500	1 Credit For 100 GB	10,000	Unlimited	25	Unlimited	Unlimited	Yes	Yes

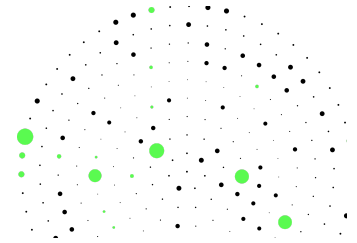
- a. Additional sandboxes can be flexibly allocated based on Partner Program Level, and the overall APC limit can be customizably distributed across these sandboxes as requested.

2. Credit Usage

Partners can use credits to start Celonis for Consulting projects (one of the defined types below). A project shall be limited to one specific Process Module and must be used solely to provide services to a third-party end client (“End Client”). A Process Module is defined per the [Celonis Process Catalog](#) under the *Metric Description* section on the *Terms and Conditions* webpage.

Partners might receive free credits at no cost under various Celonis programs. This includes, but is not limited to, the *Celonis Partner Program*, the *Credit Pack Process* as outlined in section (6) of this document, or free credits issued on an annual basis. Any free credits issued can be applied to any C4C project type. However, the use of each free credit allocation is limited to the initial C4C project with a specific third-party end client (“End Client”) for the Initial Term of this C4C project type only. Subsequent renewals or extensions of the same or a substantially similar C4C project with the same End Client are not eligible for coverage using free credits, whether it is in the same year or using future free credits in the coming years. Celonis reserves the right to change the terms and conditions for issuing and using the free credits at any time without prior notice.

Partners can purchase additional paid credits to support project needs beyond any free credit allocation, either via credit packages or a la carte.



Credits not activated for use for a project at a named End Client by their specified expiration date (in the case of free credits with dedicated expiration date), the last day of the Celonis fiscal year (in the case of free credits without an otherwise specified expiration date) or the last day of the respective year of the Subscription Term for such credits (in the case of paid credits) shall not roll over to the next fiscal year or beyond the respective year of the Subscription Term for those credits, and shall be forfeited. For example, and for avoidance of doubt, in the case of paid credits, unutilized Year 1 credits shall not roll over to Year 2, and so on.

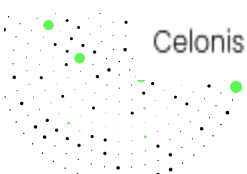
Activated credits shall run for the length of time of the applicable project type as outlined in Section 3 below, regardless of whether the project type Term continues beyond the expiration of the Subscription Term (in the case of paid credits) or the end of the fiscal year (in the case of free credits). To the extent a project term continues beyond the expiration of the Subscription Term in Your Order, both You and Us will continue to be bound by the terms and conditions of such Order for the remainder of any such project terms.

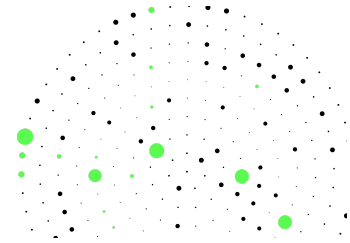
3. Project Types

Partners may use their credits to initiate the following project types. Further information about the specified features can be found in our [Product Description](#) under the *Documentation* section on the *Celonis Terms and Conditions* webpage.

3.1 Process Mining Project Types

FEATURE	C4C DISCOVER	C4C EXECUTE	C4C AUDIT	C4C OPERATE
CREDITS CONSUMED PER PROJECT	1 Credit	3 Credits	0.5-2 Credits per project, based on project size, as described below	5-20 Credits per project, based on project size and scope, as described below
TERM	Maximum of three (3) months	Maximum of six (6) months	Twelve (12) months	Twelve (12) months
RENEWAL/ EXTENSIBLE	One (1) additional three-month extension permitted via application of another (1) Credit	One (1) Additional three-month extension permitted via application of another two (2) Credits	Additional twelve-month extension permitted via application of the same amount of Credits as the initial term	Additional twelve-month extension permitted via application of the same amount of Credits as the initial term





END CLIENT ACCESS	Access is only available to Partner's employees.	Partner may grant up to ten (10) End Client Analysts access to the C4C Execute project.	Partner may grant up to five (5) End Client Analysts access to the C4C Operate project.	Partner may grant up to ten (10) End Client Analysts access to the C4C Operate project.
PROCESS LIMITATION	Limited to 1 process	Limited to 1 process	No process Limit	Limited to 1 process
APC LIMITATION	May not consume more than 1 TB of APC per project.	May not consume more than 1 TB of APC per project.	Consumption limit depends on APC committed, as described below	May not consume more than 1 TB of APC per project.
ADDITIONAL LIMITATIONS	n/a	n/a	This project type is available for use in accelerating and enhancing the regular external auditing of client quarterly and annual financial statements across key business processes.	This project type is available for Business Process Outsourcing (BPO) engagements, i.e., only for situations in which the partner owns the staffing and runs the process on behalf of the end client.

C4C OPERATE PROJECT CREDITS REQUIRED

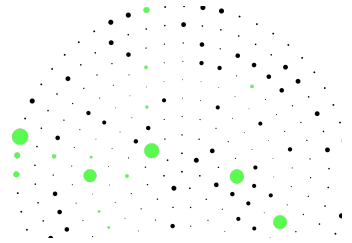
As part of requesting a C4C Operate Project, the Partner must:

- Specify the Region and Line of Businesses that the project deployment will cover.
- Include a Financial Metric associated with the project deployment scope based on point a).

Based on the information provided above, we determine the number of Credits Required per the table below.

PACKAGES	END CLIENT ANNUAL REVENUE FOR SCOPE	END CLIENT ANNUAL TOTAL ASSETS FOR SCOPE	END CLIENT ANNUAL NET PREMIUMS WRITTEN FOR SCOPE	CREDITS REQUIRED
C4C OPERATE 1	<\$3B	\$50B	\$2.5B	5
C4C OPERATE 2	\$3B-\$10B	\$50B - \$150B	\$2.5B - \$8B	10
C4C OPERATE 3	>\$10B	> \$150B	> \$8B	20





Financial Metrics per Industries: Public Sector (Annual Budgets), Banking (Total Assets), Insurance (Net Premiums Written), All other industries (Annual Revenue).

C4C AUDIT PROJECT CREDITS REQUIRED

As part of requesting a C4C Audit Project, the Partner must specify the Analytical Processing Capacity (APC) size that the project deployment will require.

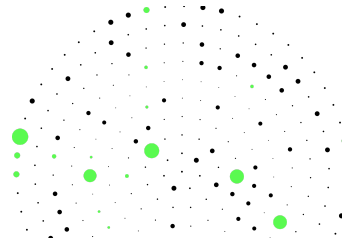
Based on the information provided above, we determine the number of Credits Required per the table below.

Packages	Price	Data Size
C4C Audit 1	0.5 credits	15 GB
C4C Audit 2	1 credit	30 GB
C4C Audit 3	2 credits	65 GB

3.2 Celonis Process Management Project Types

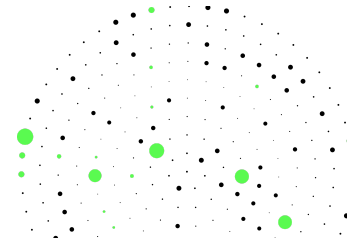
FEATURE	C4C BLUEPRINT	C4C MODELING
CREDITS CONSUMED PER PROJECT	1 Credit	3 Credits
TERM	Maximum of six (6) months	Maximum of twelve (12) months
RENEWAL/ EXTENSIBLE	Not Extendable or Renewable	Additional twelve-month extension permitted via application of the same amount of Credits as the initial term
ADDITIONAL LIMITATIONS	n/a	This project type is available for Business Process Outsourcing (BPO) engagements, i.e., only for situations in which the partner owns the staffing and runs the process on behalf of the end client.





4. Using Credits

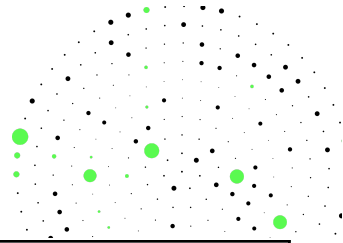
- a. To utilize a credit and begin a project, the Partner shall use the [Consulting Hub](#) and complete the guided workflow, which will request the project type, the specific Process Module, and the name of the End Client for whom the project will be performed. The number of credits consumed will vary depending on the project type selected, as shown in the table in Section 3 above.
- b. Celonis may request clarification on the entity name of the End Client, noting the following:
 - i. If the requested End Client is an existing Celonis customer, whether direct or via a different partner (an "Existing End Client"), the Partner will make good faith efforts to explore utilizing the Existing End Client's current entitlements and not their project credits. Should Partner determine that their project credits must be utilized after such good faith efforts, Partner shall contact Celonis for approval to utilize a project at an Existing End Client. Celonis shall not unreasonably withhold such approval.
- c. Project extensions can be requested in the Consulting Hub. Extensions will require additional credits as outlined by the project type in the table above.
- d. Add-ons are available for additional credits for each project, as outlined in Section 5 below.
- e. Upgrades and add-ons are not available for Freemium partners.
- f. Partnership-level requirements laid out in our [Partner Program Guide](#) need to be met to start a project to ensure project quality:
 - i. Registered Partner Contacts (no contractual relationship with Celonis) cannot start projects. They are encouraged to sign up in the Celonis Partner Portal to become Celonis partners and start C4C projects.
 - ii. Prospective Partners can utilize credits to start C4C Discover projects.
 - iii. Certified Partners can utilize credits to initiate any of the listed project types.



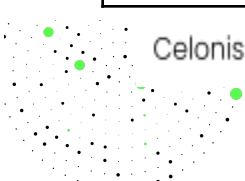
5. Add-on Products (available at an additional charge)

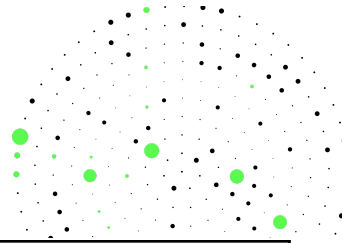
All add-ons purchased are co-termed with the primary contract and align with the remaining term. The price for any Add-Ons is not pro-rated and requires full payment regardless of the purchase date within the contract term.

Add On Description	Project Types Applicable	# of Credit (\$) per Add-On	What's Included in Each Add-On	Add-On Restrictions
Extra End Users Access	C4C Execute C4C Operate	1 (C4C Execute) 1 (C4C Operate)	Unlimited End Client End Users (Execute) 15 additional end client business users (Operate)	
Additional CPM Modeling Named Users	C4C CPM Modeling	1	250 additional CPM Modeling Named Users	
Additional WFP Monitor Concurrent Users	C4C WFP Monitor	0.5	50 additional Concurrent Users and additional 1 TB of APC	
Additional APC	C4C Discover C4C Execute C4C Operate C4C WFP Monitor C4C WFP Scan C4C Audit	0.5	50 additional GB of APC (C4C Discover, Execute, Operate, WFP Monitor, WFP Scan) 15 additional GB of APC (C4C Audit)	
Additional Process Module	C4C Discover C4C Execute C4C Operate	1 (Discover) 3 (Execute) 5 (Operate)	1 additional Process Module	Additional Process Modules Available: -Procurement -Accounts Payable -Order Management -Accounts Receivable
Intelligence API	C4C Operate	1	Intelligence API	
Celonis Connector for Power BI	C4C Operate	1	Celonis Connector for Power BI	

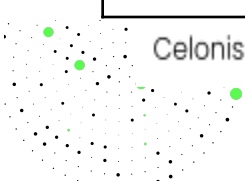


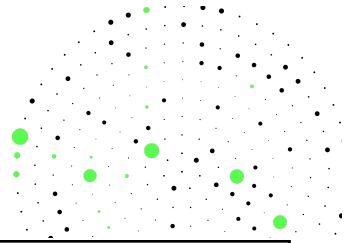
Microsoft Fabric Data Integration	C4C Execute C4C Operate	1 (Execute) 3 (Operate)	Microsoft Fabric Data Integration	Limited to 1 Celonis Compute Unit
Dedicated ML Workbench	C4C Execute C4C Operate	1 (Execute) 1 (Operate)	Dedicated ML Workbench (4 CPUs, 32 RAM GB, 50 Disk GB)	
Additional AI Outputs	C4C Execute C4C Operate	2 (Execute) 2 (Operate)	Add 180,000 AI Outputs	
Premium Apps	C4C Discover C4C Execute	1	(1) Premium App	Available Add-On Premium Apps: -Sailfin Collections & Disputes Management AR App -Sailfin Credit Management AR App -Sailfin Cash Management AR App
	C4C Operate	2	(1) Premium App	Available Premium Apps: -Sailfin Collections & Disputes Management AR App -Sailfin Credit Management AR App -Sailfin Cash Management AR App -Duplicate Invoice Checker App -Supply Chain Network Visibility App (Formerly known as End-to-End Lead Times App)





				-Material Allocation App -System Transformation Readiness App -Sustainable Spend Management App
Celonis Process Management (Modeling)	C4C Operate C4C Monitor	3 (Operate) 3 (Monitor)	Celonis Process Management Bundle (Process Designer, Process Navigator, Process Cockpit)	100 Named Users
Celonis Process Management (Blueprint)	C4C Execute C4C Scan	1 (Execute) 1 (Scan)	Celonis Process Management Bundle (Process Designer, Process Navigator, Process Cockpit)	Unlimited Named Users
Workforce Productivity (Scan)	C4C Execute C4C Blueprint	1 (Execute) 1 (Blueprint)	Workforce Productivity	Unlimited Concurrent Users
Workforce Productivity (Monitor)	C4C Operate C4C Modeling	6 (Operate) 6 (Modeling)	Workforce Productivity	150 Concurrent Users
PI+AI Execute	C4C Blueprint C4C Scan	3 (Blueprint) 3 (Scan)	C4C Execute	
PI+AI Operate	C4C Modeling C4C Monitor	5-20 (Modeling) 5.20 (Monitor)	C4C Operate	
Upgrade from Discover to Execute	C4C Discover	2	Total project duration needed (across	Upgrade possible anytime 30+ days





			Discover + Execute types) is 6 months, regardless of upgrade timing	after the Discover project starts. Partner pays 3 credits total across both transactions. Execute features after the upgrade only.
	C4C Discover	3	Total project duration needed (across Discover + Execute types) is 9 months	Partner pays 4 credits total across both transactions and gets 9 months of C4C, 3 months of Discover, 6 months of Execute

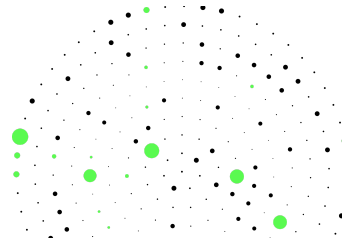
a. Premium Apps Restrictions

- i. Sailfin Premium AR Apps: Can only be used in conjunction with a C4C Project leveraging the Accounts Receivable Process Module.
- ii. Duplicate Invoice Checker Premium Application: Can only be used in conjunction with a C4C Project leveraging the Accounts Payable Process Module.
- iii. Supply Chain Network Visibility Premium Application (Formerly known as End-to-End Lead Times App): Can only be used in conjunction with a C4C Project leveraging either the Procurement or Inventory Management Process Modules.
- iv. Material Allocation Premium Application: Can only be used in conjunction with a C4C Project leveraging the Inventory Management Process Module.

6. Credit Back Process

- a. For any End Clients that become direct Celonis customers (via Co-sell or Resell) as a direct result of the C4C project, the partner shall be entitled to the following credits back:
 - i. For paid credit package partners:
 1. A direct deal with a minimum Total Contract Value of \$100,000 – \$300,000 (USD): Partner shall receive one (1) credit back free of charge at the start of the following year of the Term.
 2. A direct deal with a minimum Total Contract Value of \$300,000 – \$1,000,000 (USD): Partner shall be entitled to receive three (3) credits back free of charge at the start of the following year of the Term.
 3. A direct deal with a minimum Total Contract Value greater than \$1,000,000 (USD): Partner shall receive six (6) credits free of charge at the start of the following year of the Term.
 4. Credits accumulated during the last year of a Term under this credit back process will only be available for use by Partner if the existing Partner Order is renewed at the full value of the last year of the Term for a minimum of twelve (12) months.





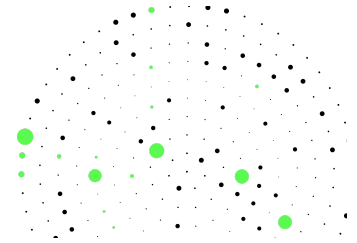
5. Partners will be eligible to receive 10 additional bonus credits in the next year of the Partner's Subscription Term if they convert over \$2,000,000 (USD) via C4C conversion within a single fiscal year, and can receive another 10 bonus credits on top of that in the next year after a \$4,000,000 conversion TCV in a single fiscal year (up to a total of 20).
- ii. For Freemium partners:
 1. Partners are entitled to one (1) credit back if a Discover, Blueprint, or Scan project converts into a direct deal with a minimum Total Contract Value of \$100,000. The credit will be granted after conversion.
 2. Partners are entitled to three (3) credits back if an Execute project converts into a direct deal with a minimum Total Contract Value of \$100,000. The credits will be granted after conversion.
- b. All conversion deals must close within three (3) months of the end of a project run by the Partner via a credit-based project motion to be eligible.
- c. All deals must have the End Client name disclosed by the Partner at the start of the project to be eligible for credits back.

DEFINITIONS:

1.) For the "C4C Operate" project, the Financial Metrics specifically apply to the End Client on whom the project is being conducted. Financial Metrics refers to the applicable metric based on the End Client's industry, as laid out below. Partner Financial Metrics are not considered in this context. " If the specified Financial Metric is not publicly available, the relevant data will be provided to Celonis.

- a) "Customer Revenue": the annual revenue reported on the End Client's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by the End Client (if the End Client is not publicly traded).
- b) "Total Assets": the total annual assets encapsulate the aggregate value of all assets a business or individual holds. Encompassing both tangible and intangible assets, it includes current assets (e.g., cash, receivables), fixed assets (e.g., property, equipment), investments, and other long-term holdings reported on End Client's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by the End-Customer (if the End Client is not publicly traded).
- c) "Net Premiums Written": the annual net premiums written refer to the comprehensive financial metric representing the total revenue an insurance company generates from policy premiums after deducting reinsurance costs and adjustments reported on the End Client's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by the End Client (if the End Client is not publicly traded).





2.) “Objects”: Items processed in relation to a Process Module (e.g., invoices, sales orders, or purchase orders).

3.) “Process Module”: A Process Module enables Customers to mine, explore, model, simulate, build, or use apps and leverage automation within a specific process. Your Subscription allows access to the standard tools described in the Documentation. Access to selected premium tools may require an additional license. The detailed parameters of each Process Module (i.e., the applicable Object types, Events, KPIs, etc.) are outlined in the [Process Catalog](#).

4.) “End User”: End Users can access and filter analyses in the Celonis Platform, interact with Executions from the Action Flow, and take actions based on signals. End Users can also create, receive, and interact with Executions and build and edit data models, machine learning models, skills, and analyses in the Celonis Platform. You are entirely responsible for End Users’ compliance with the terms and conditions of Your Order, including End Users at End Clients under the applicable project types.

5.) “Administrator”: up to three End Users may be designated as an Administrator. Administrators have all the features of an End User plus the ability to invite other End Users to the Celonis Platform and set permissions for the End Users.

6.) Celonis Process Management Bundle Named Users: These Named Users possess comprehensive access to all process design, modeling, and governance capabilities within the Celonis Process Management Bundle. Administrators can assign specific user roles and permission limitations to Named Users according to organizational requirements and security protocols.

End Users, Administrators, and Celonis Process Management Bundle Named Users may only be used by one single natural person designated by name. These may not be made accessible to any third person, including employees of the same company or affiliated companies. You are entitled to replace the person associated with the Named User by updating the by-name designated in the system.

8.) “APC”: The APC (Analytical Processing Capacity) is the amount of uncompressed raw data that the customer ingests into the Celonis Platform concurrently at any given time for analysis.

9.) “Celonis Compute Units (CCUs)”: CCUs are the unit of measure for processing capacity within Celonis. Each CCU represents the equivalent compute power of a 16 virtual CPU (vCPU) instance. Each customer’s defined allocation of CCUs is provided each month for the duration of their contract, representing their processing resources within the Celonis platform.

