



Professional Services Agreement – Celonis Ltd.

1. Definitions

All definitions used in the Agreement are specified in Annex A.

2. Structure and Scope

- 2.1 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. By signing the Order (manually or electronically) which references these Terms, You accept the Order and agree to be bound by the Agreement. We will provide you the Services as set out in the applicable accepted Order.

3. Our Obligations

- 3.1 We shall provide Services as described in each Order. We shall determine the manner and means of performing and providing the Services and shall use commercially reasonable efforts to provide the Services in accordance with any agreed or estimated time schedules set forth in the applicable Order. Any estimates in an Order are for informational purposes only and may change depending on the requirements of the project.
- 3.2 Unless explicitly agreed otherwise in an Order, Our Services are provided as consultancy and advisory services only, e.g. implementation and configuration support relating to Our Celonis Products, and shall in no event be considered a “works made for hire” engagement.

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:
- a 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;
 - b in the event Services are provided on Your premises, provide Us with safe and adequate space, power, network connections, materials, CPU time, access to hardware, software and other equipment and information, and assistance from qualified personnel familiar with Your hardware, software, other equipment and information as We reasonably request for the performance of the Services;
 - c provide Us in a timely manner such Customer Materials and access as We may request in connection with the provision of the Services; and
 - d ensure that the Customer Materials are correct in all material respects, do not infringe any Proprietary Rights of any third party and do not breach any applicable law or regulation or any term of the Agreement.
- 4.4 You acknowledge that Our ability to successfully provide the Services in a timely manner is contingent upon Our receipt from You of the materials, information, and assistance requested. We shall have no liability for delays or deficiencies in the Services resulting from any act or omission of You or Your agents, sub-contractors or employees.

5. Change Process

Either party may request modifications to the Services (“Change Request”). No Change Request shall be effective or binding on either party until a writing setting forth such Change Request is signed by an authorized representative of each party (“Change Order”). Each Change Order shall be governed by the terms of this Agreement.

6. 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). All Services are billed in arrears on a monthly basis. Unless agreed otherwise the Professional Service Fees exclude travel and accommodation costs and reasonable out of pocket expenses which will be borne by You at a flat daily rate for on-site Services as set out in the Order.
- 6.2 You shall pay all invoices without setoff, in full and cleared funds, within 30 days of the date of the invoice.

- 6.3 Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We may (i) charge You interest at the rate of 1% per month or lesser if such amount is required 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 due have been made in full.
- 6.4 The Fees are non-refundable and do not include Taxes and You are responsible for all Taxes. If We are required to pay Taxes based on the Services provided under these Terms, then such Taxes shall be billed to and paid by You. If a deduction or withholding is required by law, You shall pay such additional amount and will ensure that the net amount received by Us equals the full amount which We would have received had the deduction or withholding not been required. This Section shall not apply to Taxes based on Our income.

7. Intellectual Property Rights

- 7.1 All Proprietary Rights in the Services, Celonis Materials, and any Celonis Products, are owned by and shall remain the sole and exclusive property of Celonis or its licensors.
- 7.2 All Proprietary 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 Proprietary Rights therein shall grant) to Us a non-exclusive, non-transferable, worldwide and royalty-free licence to use Customer Materials free of charge for the term of the applicable Order, to permit Us to perform Our obligations under such Order.
- 7.3 We have, and may in the course of performing Services hereunder develop, certain general ideas, concepts, know-how, methods, techniques, processes and skills pertaining to the Celonis Products and Celonis Materials ("Residual Knowledge"). We shall not be prohibited or enjoined from using Residual Knowledge, other than Customer Materials and Customer Confidential Information, for any purpose, including providing services to other customers. For avoidance of doubt, all Customer Materials are owned by You and shall remain Your sole and exclusive property.

8. Data Protection

- 8.1 To the extent We have access to any Customer Data in the provision of the Services, We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as further described at <https://www.celonis.com/trust-center/>. Those safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Data.
- 8.2 Each party shall, in connection with the exercise of its rights and the performance of its obligations under the Agreement, comply with all applicable Data Protection Laws. To the extent that We process any such Personal Data in the provision of the Services, the Data Processing Agreement in Annex B will apply.

9. Term and Termination

- 9.1 Each Order for Services shall take effect on the Order date and remain in effect until any agreed end date specified in the Order or until all Services under such Order have been provided, unless terminated sooner in accordance with these Terms.
- 9.2 Unless otherwise stated in an Order, each Order for Services may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.
- 9.3 Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order or this Agreement without liability to the other at any time with immediate effect upon written notice if the other party:
- 9.4 is in material breach of any of its obligations under the Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or
- 9.5 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; becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 9.6 In the event We terminate an Order pursuant to Section 9.3 or You terminate an Order for convenience in accordance with Section 9.2 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
- 9.7 Termination of any Order shall have no effect on any other Order under this Agreement.
- 9.8 On termination of an Order or this Agreement for any reason: (i) 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; (ii) You shall promptly pay Us for all Services provided and Fees and expenses due up to the date of termination; and (iii) neither party shall have any further right or obligation with respect to the other except as set out in this Section and in such Sections of the Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement .

10. Limited Warranties

- 10.1 We warrant that Our Services will be performed in a professional workman-like manner with reasonable skill and care in accordance with industry standards.

- 10.2 We warrant, for a period of ninety (90) days from completion, that the Services will materially conform with any descriptions contained in the applicable Order.
- 10.3 We do not warrant that the Services will be error-free or uninterrupted or that We will correct all non-conformities.
- 10.4 In the event of a breach of a warranty under Sections 10.1 or 10.2, and if You notify Us in writing within ninety (90) days of completion of the Services 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:
- a re-perform the applicable Services so that they conform to the warranty; or
 - b refund the Fee paid in respect of the non-conforming Services.
- 10.5 The remedy stated in this Section is Our only liability to You and Your sole and exclusive remedy for a warranty breach. We expressly disclaims all other warranties, express, implied or statutory, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement, and any implied warranties arising out of course of performance or course of dealing, except to the extent that any warranties implied by law cannot be validly waived and We do not warrant that the Services will meet Your requirements.

11. Limitation of Liability

- 11.1 Subject to Section 11.4, Our aggregate liability to You for or in respect of any loss or damage suffered by You under or in connection with Services provided under the Agreement (whether due to breach of contract, tort (including negligence) or otherwise) shall not exceed the total amount of Fees paid by You for Services under the applicable Order in which the liability arises.
- 11.2 To the maximum extent permitted by applicable law and subject to Section 11.4, in no event will We be liable for special, consequential, incidental, or other indirect damages, including, but not limited to, loss of profits, anticipated savings, business opportunity, goodwill, loss of revenue, , 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, negligence or otherwise), including any Force Majeure Event, even if You have been advised of the possibility of such damages.
- 11.3 We both acknowledge that the Fees are based in part on the limitations in this Section.
- 11.4 The limitations in this Section shall not apply to Our liability for death or personal injury caused by Our negligence or that of Our officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

12. Confidentiality

- 12.1 Each party retains all rights in its Confidential Information. Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with 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 Agreement. Any reproduction of 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 party, each party: (a) shall take all 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 to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than those 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.
- 12.2 A party which becomes 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.
- 12.3 Section 12.1 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 to be 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.

13. Feedback

- 13.1 You may, at Your sole discretion, provide Your input regarding the Services, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services, 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"). We shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to You and/or Your Representatives.
- 13.2 You acknowledge that any information that We may disclose to You related to the Services, Our other products, services, business or technology plans, under an Order or otherwise, is only intended as a discussion of possible strategies,

developments, and functionalities of Our products or services and is not intended to be binding on Us regarding any particular course of business, product strategy, and/or development.

14. General Provisions

- 14.1 **Sub-contracting.** We may subcontract all or part of the Services to a qualified third party. We may also at any time involve any of Our Affiliates and successors in business as sub-contractors under this Agreement. In such event, We will be liable for any such sub-contractors used in the performance of Our obligations under the Agreement.
- 14.2 **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.
- 14.3 **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.
- 14.4 **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 shall be governed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the courts in London, England. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 14.6 **Amendments.** Any amendments or additions to the Agreement must be made in writing and executed by duly authorized representatives of both parties.
- 14.7 **Entire Agreement.** These Terms, together with the Order, 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 these Terms. Any purchase order, purchasing terms, general terms of business or other document issued by You for administrative convenience only and will not be binding on Us.
- 14.8 **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.
- 14.9 **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.
- 14.10 **Export Control.** The Services are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. You agree that You will not submit the Services to any government agency for licensing consideration or other regulatory approval without Our prior written consent, and will not export the Services to countries, persons or entities prohibited by such laws. You are also responsible for complying with all applicable legal regulations of the country where You are registered, and any foreign countries with respect to the use of Services by You and Your Affiliates.
- 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 this 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 the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) two business days after sending by e-mail. E-mails to Us shall be directed CFO/Legal at (cfo@celonis.com), and e-mails to You shall be addressed to the administrative contact designated in Your Order.
- 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: 8 to 14.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity but only for so long as the control exists. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. **"Agreement"**: the applicable Order and 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 Products.
4. **"Celonis Products"**: the Celonis standard cloud services, software, or any other products or services which may be provided to You under a separate agreement(s) with Us or with one of Our resellers.
5. **"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, know-how, 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.
6. **"Customer Data"**: the data and information provided by You to Us and/or inputted, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose facilitating Your the Services.
7. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data.
8. **"Data Protection Laws"**: 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 including the EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR)).
9. **"Employment Liabilities"**: includes all liabilities (including pension liabilities) 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.
10. **"Fees"**: the fees payable by You for the Services as set out in an Order.
11. **"Force Majeure Event"**: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, 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 machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.
12. **"Order"**: an order, statement of work or similar document agreed by the parties for the Services and which may further specify time and materials and Fees for the Services to be provided by Us to You and forms part of the Agreement.
13. **"Personal Data"**: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
14. **"Proprietary Rights"**: rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other Proprietary Rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
15. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
16. **"Services"**: the consulting and/or professional services related to the Celonis Products which may include installation and implementation services for Celonis Products, provided by Us to You as described in the applicable Order.
17. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes assessable by any jurisdiction whatsoever based on the applicable Order Form.
18. **"Terms"**: this Celonis Professional Services Agreement.
19. **"We," "Us," "Our" or "Celonis"**: Celonis Ltd., 17 Bevis Marks, London, EC3A7LH, UK.
20. **"You" or "Your"**: the company or other legal entity specified in an applicable Order for which You are accepting an Order, and such Affiliates of that company or entity which have signed Orders.

Annex B

Data Processing Agreement

This Data Processing Agreement including its Exhibit (the "DPA") details the parties' obligations on the protection of Personal Data associated with Our processing of Your Personal Data within the scope of the applicable Order or any agreement between You and Celonis for providing Services (hereinafter, the "Agreement").

1. Processing of Personal Data

1.1. With regard to the Processing of Personal Data, You are the controller and determine the purposes and means of Processing of Personal Data You provide to Us in the course of Us ("Controller") and You appoint Us as a processor ("Processor") to process such Personal Data (hereinafter, "Data") on Your behalf (hereinafter, "Processing").

1.2. The details of type and purpose of Processing are defined in the Exhibit attached hereto. Except where the DPA stipulates obligations beyond the Term of the Agreement, the duration of this DPA shall be the same as the Agreement Term.

1.3. You shall be solely responsible for compliance with Your obligations under the applicable Data Protection Laws, including, but not limited to, the lawful disclosure and transfer of Personal Data to Us.

1.4. Processing shall include all activities detailed in this Agreement and the instructions issued by You. You may, in writing, modify, amend, or replace such instructions by issuing such further instructions to the point of contact designated by Us. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes. You shall, without undue delay, confirm in writing any instruction issued orally. Where We believe that an instruction would be in breach of applicable law, We shall notify You of such belief without undue delay. We shall be entitled to suspend performance on such instruction until You confirm or modify such instruction.

1.5. We shall ensure that all personnel involved in Processing of Customer Data and other such persons as may be involved in Processing shall only do so within the scope of the instructions. We shall ensure that any person Processing Customer Data is subject to confidentiality obligations similar to the confidentiality terms of the Agreement. All such confidentiality obligations shall survive the termination or expiration of such Processing.

2. Data Security

2.1. We shall implement technical and organizational measures and safeguards that ensure the adequate protection of Customer Data, 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, as further specified at <https://www.celonis.com/trust-center/>. It shall be Your responsibility to familiarize Yourself with these measures and to assess whether they ensure a level of security appropriate to the risk.

2.2. To demonstrate adequate levels of protection, We have obtained third-party certification and audits of our information security program. Our DIN ISO/IEC 27001:2015 certificate is available at <https://www.celonis.com/trust-center/>.

2.3. We reserve the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not materially decrease during a Subscription Term.

3. Incident Management

3.1. We shall notify You without undue delay after We becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, stored or otherwise processed by Us or Our sub-processors of which We become aware ("Security Incident").

3.2. We shall use best efforts to identify the cause of such Security Incident and take the measures We deem necessary and within Our control for remediating and securing Customer Data; We shall coordinate such efforts with You without undue delay.

4. Our Obligations

4.1. We shall notify You 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.

4.2. We shall correct or erase Customer Data if instructed by You 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, We shall, based on Your instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all data or return the same to You.

4.3. In specific cases designated by You, such Customer 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.

4.4. We shall, upon termination of Processing and upon Your instruction, return all Data, carrier media and other materials to You or delete the same.

4.5. Where a data subject asserts any claims against You in accordance with Article 82 of the GDPR, We shall, where possible, support You in defending against such claims, at Your cost.

5. Your Obligations

5.1. You shall notify Us without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by You in the results of Our work.

5.2. Where a data subject asserts any claims against Us in accordance with Article 82 of the GDPR, You shall, where possible, support Us in defending against such claims, at Our cost.

5.3. You shall notify Our point of contact for any issues related to data protection arising out of or in connection with the Agreement.

6. Data Subjects Rights

6.1. Where a data subject asserts claims for rectification, erasure or access to Us, and where We are able to correlate the data subject to You, based on the information provided by the data subject, We shall refer such data subject to You without undue delay. We shall support You, where possible, and based upon Your instruction insofar as agreed upon. We shall not be liable in cases where You fail to respond to the data subject's request completely, correctly, or in a timely manner.

6.2. We shall support You, insofar as is agreed upon by the parties, and where possible for Us, 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.

7. Options for Documentation

7.1. We shall document and upon request provide such documentation Our compliance with the obligations agreed upon in this DPA by appropriate measures.

7.2. If You require an audit of our compliance under this DPA, such audits and inspections will be conducted upon 30 days prior written notice, at most once per calendar year, during regular business hours, without interfering with Our operations, and subject to the execution of confidentiality agreement. We shall be entitled to reject auditors that are competitors of Ours. You hereby consent to the appointment of an independent external auditor by Us, provided that We provides a copy of the audit report to You.

7.3. We shall be entitled to request from You a reimbursement of costs for Our support in conducting audits where such costs have been agreed upon in the Agreement or otherwise in writing by the parties.

7.4. Where a data protection or other applicable supervisory authority conducts an audit, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality agreement 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.

8. Sub-processing

8.1. We shall not sub-process any of Our obligations under this Agreement except as set forth in this DPA.

8.2. You hereby consent to Our use of the sub-processors listed in the Exhibit to this DPA in connection with the performance of the Agreement. We shall, prior to the use of further sub-processors, obtain Your prior approval, such approval not to be withheld except for important reasons related to compliance with Data Protection Laws.

8.3. We shall conclude, with such sub-processors, contractual terms necessary to ensure an appropriate level of data protection and information security.

8.4. We will be liable for the acts and omissions of Our sub-processors to the same extent We would be liable if we were performing the Services for each sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

8.5. You acknowledge and agrees that We and Our permitted sub-processors may engage further sub-processors in connection with the provision of the Services. In such case, We or the respective sub-processor will enter into a written agreement with each sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such sub-processor.

9. Obligations to Inform, Mandatory Written Form, Choice of Law

9.1. Where Customer 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 Our control, We shall notify You of such action without undue delay. We shall, without undue delay, notify to all pertinent parties in such action, that any Customer Data affected thereby is Your sole property and area of responsibility, that Customer Data is at Your sole disposition, and that You are the responsible body under the GDPR.

9.2. No modification of this DPA, including but not limited to, Our representations and obligations, if any, shall be valid and binding unless made in writing, and only if such modification expressly states that such modification applies to the terms of this DPA. The foregoing shall also apply to any waiver or change of this mandatory written form.

9.3. In case of any conflict, the terms of this DPA shall take precedence over the terms of the Agreement. Where individual terms of this DPA are invalid or unenforceable, the validity and enforceability of the other terms of this DPA shall not be affected.

9.4. This DPA is subject to Section 14.4 and the parties submit to the exclusive jurisdiction referenced in that clause for any disputes arising out of or in connection with this DPA.

10. Liability. The Limitation of Liability Section of the Terms shall apply except as explicitly agreed otherwise in this DPA.

11. International Transfers

11.1. We will only transfer Personal Data outside the European Economic Area where We have complied with Our obligations under applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.

11.2. Celonis, Inc. self-certifies and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and We shall ensure that Celonis, Inc. maintains its self-certifications to and compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States. To the extent Celonis, Inc. is providing Services as Our sub-processor, its EU-U.S. and Swiss-U.S. Privacy Shield self-certifications apply to the Services.

**Exhibit – Purpose and Scope of Data Processing
(as per the specifications in an Order, which may be in addition to the below)**

1. Scope of data processing

Cloud Service: As directed by the Controller, names and e-mail addresses may be inserted in the Cloud Service to automatically send reports relating to process analyses to the respective persons. User names are uploaded into the Cloud Service which then are pseudonymized. Controller can upload process data into the Cloud Service. This data may contain Personal Data of employees and/or customers of the Controller which Processor will host as part of the Cloud Service.

Support Services: Processor’s personnel may access Controller’s instance or be provided Controller’s data excerpted from Controller’s Cloud Service instance on a case-by-case basis if requested by the Controller in the context of Support Services (e.g. “shadowing”). In addition, Personal Data of Controller’s employees issuing Support Services requests (“tickets”) may be stored by Processor for the purposes of administrating the Support Services.

Online Training Cloud: Controller’s personnel contact details (e-mail addresses) are stored and used for the transmission of training materials, the execution of trainings and for its certification.

2. Procedures of data processing

Cloud Service: The Processor provides the functionalities of the Cloud Service including the data sets uploaded and processed by Controller in a third-party data center.

Support Services: The Support Ticketing Tool used by Processor is externally hosted in a data center and used by Processor’s personnel for the purposes of administering the support tickets. Shadowing of Users or otherwise accessing of data sets as part of Support Services only occurs where explicitly required by the Controller.

Online Training Cloud: Online Training is hosted in a data center. The training tool may be used to transmit invitations and certifications and for evidencing its participation.

3. Purpose of data processing

Cloud Service: The Cloud Service 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). If Personal Data is used for process analysis in which case usernames will be pseudonymized.

Support Services: Support of the Cloud Service through provision of Support Services for the Controller.

Online Training Cloud: Execution and administration of Online Training Cloud Services.

4. Categories of data which is processed under the instructions of the Controller

Name, identification number, emails, business address, Communication data (e. g. phone, cellphone, email), Process Log data, Usernames from the Controller’s IT / ERP system.

Further data or categories of data (please specify):

5. Data subjects

Employees, customers, vendors, agents, or consultants of the Controller based on Services provided.

6. Data Protection Officer of the Processor: Dr. Kraska, Sebastian; +49 89 1891 7360; skraska@iitr.de

7. Contact for the Processor: Wolfgang Döring; +49 89 4161596-745; w.doering@celonis.com

8. Permitted Sub-processors

Processor may use the following sub-processors (based on the respective Services according to the relevant Order):

Sub-processor name and location	Description of processing
Amazon Web Services Inc., Frankfurt, Germany	Hosting of Cloud Service and processing of data provided by the Controller
AbsorbLMS Technology Ltd., Dublin, Republic of Ireland	Hosting of Online Training Cloud
HappyFox Inc., Irvine, CA, USA	Operation of the Support Ticketing Tools
Microsoft Ireland Operations Limited Corporation, Republic of Ireland	Hosting of Cloud Service and processing of data provided by the Controller
Our Affiliates (as applicable): Celonis B.V., The Netherlands Celonis, Inc., United States Celonis K.K., Japan Celonis Ltd., United Kingdom Celonis LLC., Kosovo Celonis SE, Germany	Support of the Services through personnel of such Affiliate.