

## 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.

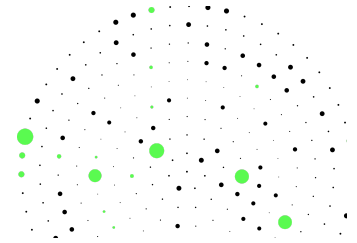
### 1. Celonis Platform

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. Sandboxes
  - i. Each partner entity is entitled to request a singular sandbox environment featuring a 10 GB APC Limit, irrespective of their partnership level, upon formal request.

In addition to the above, partners purchasing a credit package have access to further benefits as part of their platform, which can include:

- a. Additional sandboxes that can be flexibly allocated based on partner requirements (package sizes do not necessarily correlate with partner levels, and these sandboxes are subject to a limit of 100,000 table rows:
  - i. Package S: 30 GB in total (to allocate up to 3 global sandboxes)



- ii. Package M: 150 GB in total (to allocate up to 3 global sandboxes)
  - iii. Package L: 200 GB in total (to allocate up to 5 global sandboxes)
  - iv. Package XL: 500 GB in total (to allocate up to 10 global sandboxes)
  - b. Additional enablement, activation, advisory, and support offerings.
  - c. Access to advanced Celonis functionality for use on C4C Discover and C4C Execute
- Projects:
- i. CELONIS BPM (Powered by Symbio) – Process Designer
  - ii. CELONIS BPM (Powered by Symbio) – Process Navigator & Process Cockpit

## 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 shall receive 5 credits at the global entity level at no cost at the beginning of the Celonis fiscal year (February 1st of each year).

Partners can purchase additional paid credits to support project needs beyond the initial five credits, either via credit packages or a la carte.

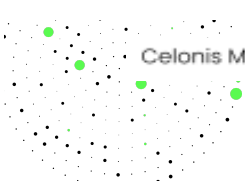
Credits not activated for use for a project at a named End Client by the last day of the fiscal year (in the case of free credits) or the last day of the respective year of the Subscription Term for such credits (in the case of paid credits) shall not roll over to the next fiscal year or beyond the respective 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.

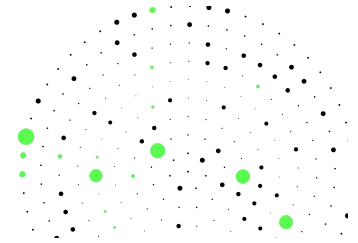
Activated credits shall run for the length of time of the applicable project type as outlined in Section 3 below, regardless of whether the project type Term continues beyond the expiration of the Subscription Term (in the case of paid credits) or the end of the fiscal year (in the case of free credits). 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 by initiating 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.

FEATURE	C4C DISCOVER	C4C EXECUTE*	C4C OPERATE
CREDITS CONSUMED PER PROJECT	1 Credit	3 Credits	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,
RENEWAL	One (1) additional three-month extension permitted via application of another 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
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 ten (10) End Client Analysts access to the C4C Operate project.
APC LIMITATION	May not consume more than 100 GB APC per project.	May not consume more than 200 GB APC per project.	May not consume more than 400 GB APC per project.

\*When the End Client is a G2K account and/or the chosen process a Celonis's Core4 (Account Payable, Account Receivable, Opportunity Management, Order Management), Celonis strongly recommends using a C4C Execute environment. Enhanced capabilities such as direct system connection, premium features, and end-client access increase the odds of more significant follow-on services and software purchases. For these reasons, Celonis will also intentionally prioritize providing hands-on support for Execute projects over Discover.

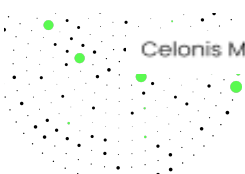
**C4C OPERATE PROJECT CREDITS REQUIRED**

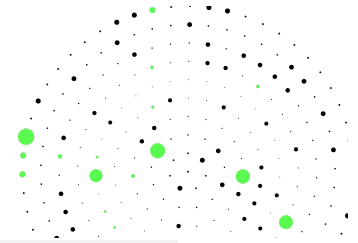
As part of requesting a C4C Operate Project, the Partner must:

- a) Specify the Region and Line of Businesses that the project deployment will cover.
- b) 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.

END CLIENT ANNUAL REVENUE FOR SCOPE	END CLIENT ANNUAL TOTAL ASSETS FOR SCOPE	END CLIENT ANNUAL NET PREMIUMS WRITTEN FOR SCOPE	CREDITS REQUIRED
<\$3B	\$50B	\$2.5B	5
\$3B-\$10B	\$50B - \$150B	\$2.5B - \$8B	10





>\$10B

> \$150B

> \$8B

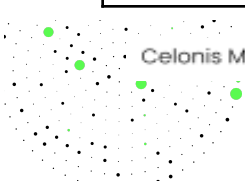
20

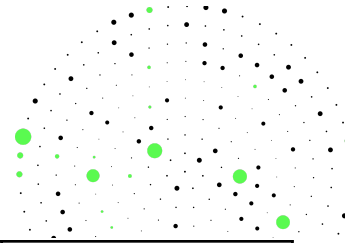
#### 4. Using Credits

- 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. Additional add-ons are available for additional credits for each project, as outlined in Section 5 below.
- e. Upgrades and add-ons are generally not available for Freemium partners.
- f. Partnership-level requirements 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)

Add On Description	Project Types Applicable	# of Credit (\$) per Add-On	What's Included in Each Add-On	Add-On Restrictions
<b>Extra End Users Access</b>	C4C Execute	1	Unlimited End Client End Users (uncapped)	
	C4C Operate	1	Unlimited End Client End Users	Multiple credits can be used to add on in increments of 15 credits
	C4C Execute	1	Unlimited Executions	

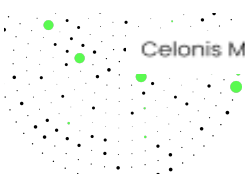


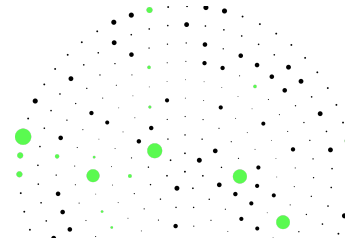


<b>Additional Executions</b>	C4C Operate	1	25K additional Executions	Multiple credits can be used to add on in increments of 25K
<b>Additional APC</b>	C4C Discover C4C Execute C4C Operate	1	50 additional GB of APC	
<b>Intelligence API</b>	C4C Operate	1	Intelligence API	
<b>Celonis Connector for Power BI</b>	C4C Operate	1	Celonis Connector for Power BI	
<b>Premium Apps</b>	C4C Operate	2	(1) Premium App	Available Premium Apps: - Duplicate Checker - Accounts Receivable - End-to-End Lead Times App
<b>Celonis BPM tools</b>	C4C Operate	3	Business Process Modeling Suite (Process Designer, Process Navigator, Process Cockpit)	100 Celonis BPM (Powered by Symbio) Users + Editors
<b>Upgrade from Discover to Execute</b>	C4C Discover	2	Total project duration needed (across Discover + Execute types) is 6 months, regardless of upgrade timing	Upgrade possible anytime 30+ days 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. Accounts Receivable Premium Application: Can only be used in conjunction with a C4C Project leveraging the Accounts Receivable Process Module.





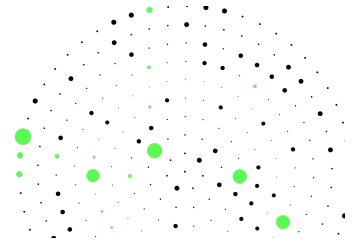
- ii. Duplicate Checker Premium Application: Can only be used in conjunction with a C4C Project leveraging the Accounts Payable Process Module.
- iii. End-to-End Lead Time Premium Application: Can only be used in conjunction with a C4C Project leveraging either the Direct Procurement or Inventory Management Process Modules.

## 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: 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: 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: 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.
  - ii. For Freemium partners:
    - 1. Partners are entitled to one (1) credit back if a Discover 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. Partners will be eligible to receive 10 additional bonus credits in the next year of the Partner's Subscription Term if they convert over \$2M via C4C conversion within a single fiscal year, and they can receive another 10 bonus credits on top of that in the next year after a \$4M conversion TCV in a single fiscal year (up to a total of 20).
- c. 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.
- d. 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 "C4Operate" 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).

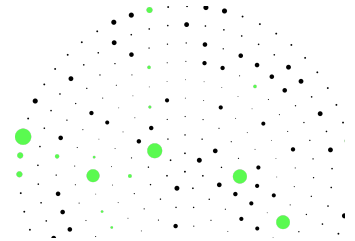
2.) "Objects": Items processed in relation to a Process Module (e.g., invoices, sales orders, or purchase orders).

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 BPM (Powered by Symbio) Users": limited to accessing and approving analyses built and shared in the Celonis BPM feature, also considered "Viewers" or "Approvers."



7.) “Celonis BPM (Powered by Symbio) Editors”: all functionality of a Celonis BPM (Powered by Symbio) User, plus the ability to build and edit within the Celonis BPM solution. Also considered “Architects,” “Analysts” or “Admins.”

*All Users mentioned above may only be used by one single natural person designated by name. Administrator & Celonis BPM (Powered by Symbio) Editors may not be made accessible to any third person, including employees of the same company or of affiliated companies. You are entitled to replace the person associated with the User by way of updating the by name so-designated in the system.*

8.) “APC”: The APC is the amount of uncompressed raw data that the customer ingests into the Celonis Platform concurrently at any given time for processing. The processing of data within the Celonis Platform includes transformations, high-performance computation, and storage.

9.) “Executions”: Executions are actions (automated events) that occur in a customer’s Operational System as a result of running an Action Flow. An Execution occurs every time a record is created, updated, or deleted in an Operational System (transactional systems such as CRM, HRM, or ERP, as well as databases and other specialized source systems, including RPA and other automation tools). To avoid doubt, each Execution is also an Operation, as defined below (but not vice versa).

The subscribed amount of Executions constitutes an upper limit for the number of Executions performed within the Celonis Action Flows per contract year. Executions not used within one contract year will not roll over to the next contract year.

10.) “Operations”: Operations are actions (automated events) Celonis performs when executing your scenarios using Action Flows. Regardless of how many bundles a trigger retrieves, every time a trigger is run, it is considered as one Operation. Every time an action performs a task, it is counted as one Operation.

Each Celonis Subscription includes a fair use capacity on Operations of ten times the number of contracted Executions.