

Celonis Master Services Agreement – Celonis Ltd.

1. Definitions

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

2. Agreement, Acceptance and Scope

- 2.1 These Terms and an accepted Order are the Agreement between You and Us. The Agreement governs Your access to and use of the Services, which may comprise of Cloud Service, Online Training Cloud Service and Professional Services.
- 2.2 The additional terms set out in **Annex B** apply to Our provision of Professional Services.
- 2.3 By signing an Order (manually or electronically) offered by Us, which references these Terms or by indicating Your acceptance through an "I accept" button or similar electronic acceptance method, You accept the Order and agree to be bound by the Agreement.

3. Delivery

- 3.1 Following Your acceptance of an Order proposal, We shall provide You via e-mail with all information required for You to access and use the Cloud Service for the first time. Alternatively, We may at Our discretion provide You access to the information using a different format or delivery method, provided any such different format or method will not affect Your access to and use of the Cloud Service.
- 3.2 The Cloud Service is (and is deemed to be) made available to You on the day You accept Our Order proposal (as provided in Section 2) and We complete Our obligations as set out in Section 3.1.
- 3.3 Where You order Online Training Cloud Service through an online signup process, i.e. directly from the Celonis website without a separate Order, Your order placed through the online signup process shall be "the Order", and no automatic Order renewal in accordance with Section 9.1 shall apply.

4. Support Services

We provide Support Services as part of the Cloud Service and the Support Services are described in the Support Services Description which forms part of the Agreement. We may update the Support Services from time to time however any changes will not substantially reduce the scope of Support Services. The Support Services provided for the Online Training Cloud Service are described in their respective Documentation.

5. Your Access Rights and Obligations

- 5.1 We are and remain exclusive owners of all rights (including without limitation the Proprietary Rights) in and to the Services and Documentation. You are granted a non-exclusive, non-transferable right to use and access the Cloud Service and Documentation for the Subscription Term for Your own internal purposes (which specifically excludes any analysis of third-party data) and is extended to Affiliates You control as of the date of the applicable Order and in accordance with this Agreement.
- 5.2 We shall make available for download by You the On-premise Component relevant for the respective Cloud Service. The use of the On-premise Component is limited to use with the Cloud Service and You may not use the On-premise Component for any other purpose and only for the Subscription Term. The On-premise Component may not be modified or altered in anyway except by Us. You shall utilize the most current version of the On-premise Component made available by Us.
- 5.3 Your use of the Services shall be limited in accordance with the metrics in the applicable Order. Definitions of the license metrics are contained in the Metrics Definition, which forms part of the Agreement.
- 5.4 You are responsible for all acts and omissions of Your Users and Your Affiliates and any breach of the Agreement by any such Users and Affiliates and accordingly, You will ensure that all Users and all Affiliates are made aware of the terms of the Agreement applicable to Your access and use of Cloud Service. You further agree You (i) are solely responsible for making available interfaces to Your Customer Data and for uploading such Customer Data into the Cloud Service; (ii) are solely responsible for procuring and maintaining Your network connections and telecommunications links and all problems, conditions, delays and delivery failures arising from or relating to such network connections or telecommunications links; (iii) will maintain adequate security standards for Your Users' access to and use of the Cloud Service and that You will use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Us.
- 5.5 You will not during the course of the use of the Cloud Service, upload, input, access, store, distribute or transmit any Viruses, nor any material, including without limitation Customer Data, that: (i) is Inappropriate Content; (ii) is unlawful or facilitates illegal activity; or is otherwise illegal or causes damage or injury to any person or property. We reserve the right, without liability to You or without prejudice to Our other rights, to (i) disable Your access to any such material that breach the provisions of this Section; (ii) remove any such content where, in Our sole and reasonable discretion, We suspect such content to be Inappropriate Content; and/or (iii) terminate the Agreement for material breach in accordance with Section 9. You agree to defend, indemnify and hold Us and Our Affiliates harmless from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with: (i) Your breach of this Section; and/or (ii) Customer Data.

- 5.6 You will not (i) copy, translate or otherwise modify or produce derivative works of all or parts of the Documentation (except as may be permitted by applicable law which is incapable of exclusion by agreement between the parties), it being understood that You will be entitled to copy the Documentation as is reasonably required for Your internal purposes; (ii) access or use the Cloud Service in breach of applicable laws or for any illegal activities, including without limitation to transfer data and information which is illegal or in breach of third-party Proprietary Rights; (iii) place at risk or circumvent the functionalities and/or the security of the Cloud Service; or (iv) access all or any part of the Cloud Service and Documentation in order to build a product or service which competes with the Cloud Service.
- 5.7 We will have the right where reasonably necessary to temporarily restrict Your access to the Cloud Service, if We deem it likely that Your use of the Cloud Service will have negative effects on the Cloud Service, and that immediate action is required in order to prevent further damage. We shall promptly inform You of any such restriction and if possible We shall provide such information in advance.
- 5.8 We are entitled to integrate technical features into the Cloud Service which allow Us to verify Your compliance with Your Order. For clarity, no Customer Data shall be visible to Us in this context. Where We notify You of a non-compliance with Your license limitations, including any over-usage, You may dispute such finding by notifying Us in writing within a period of 10 (ten) days of the date of Our non-compliance notice to You. Failure to dispute Our non-compliance notice within such period constitutes Your acceptance of Our findings and shall be referred to hereinafter as an 'Undisputed Non-Compliance Notice'.
- 5.9 We may audit Your use of the Cloud Service in order to establish whether the use of the Cloud Service is in accordance with Your Order and this Agreement, at Our own cost by providing You seven (7) days' prior written notice. We may ask a qualified third party, who will be obliged to maintain confidentiality, to perform the audit. You shall keep complete and accurate records to permit an accurate assessment of Your and Your Users' compliance with this Agreement. You guarantee that all access rights, documents, information, materials, employees and other required information will be made available by You to Us in advance and free of charge to allow Us to conduct the audit.
- 5.10 If an Undisputed Non-Compliance Notice and/or the audit reveal that You have used the Cloud Service beyond the applicable Order or these Terms, You will execute an Order for additional quantities for such overuse in accordance with Our then-current price list, together with Our costs, if any, associated with the audit, within thirty (30) days of Our notice. Our acceptance of any payment shall be without prejudice to any other rights or remedies We may have under these Terms, the Order or applicable law.

6. Service Level Agreement

- 6.1 During the Subscription Term, We shall render all commercially reasonable efforts to meet the Service Level Agreement.
- 6.2 In the event the Cloud Service Uptime falls below 95%
- 6.2.1 for four (4) consecutive calendar months; or
 - 6.2.2 for five (5) calendar months during a twelve (12) calendar month period,
 - 6.2.3 You shall have the right to terminate the affected Cloud Service by giving Us written notice within a period of thirty (30) days after such occurrence. Your termination will become effective on the last day of the calendar month in which We have received Your notice. Such right to terminate shall be Your sole and exclusive remedy in the event of Our failure to meet the Service Level Agreement.

7. Use of Data for Cloud Service Development

We and Our Affiliates, sub-contractors and third-party service providers may collect, use, disclose quantitative data for development, benchmarking studies, marketing or other business purposes and create analyses, utilizing, in part, Customer Data and information derived from You and Your User's use of the Services. All such data collected, used and disclosed and any such analyses created will be in anonymized and aggregated form only and will not identify You or Your Users or any third parties that may be contained in such data.

8. Customer Data; Data Protection

- 8.1 You own all right, title and interest in and to all of the Customer Data and shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of the Customer Data; (ii) the completeness, reliability, accuracy and quality of the Customer Data; (iii) obtaining and maintaining all necessary licenses and consents required to use Customer Data, if any; and (iv) Your entering of Customer Data into the Cloud Service. You acknowledge that (i) We will not be held responsible in any way for any Proprietary Right or other rights' infringement or violation or the violation of any applicable laws, arising or relating to such Customer Data and/or communications; and (ii) that any Personal Data contained in the Customer Data has been collected and is maintained in compliance with applicable Data Protection Laws.
- 8.2 You grant to Us and Our Affiliates a non-exclusive, royalty-free, worldwide, transferable licence; (i) to use, host, transmit, display and create derivative works of the Customer Data in connection with the provision of the Services; and for the purposes of improving and/or developing the Cloud Service; and (ii) where necessary, to transfer Customer Data, to any third parties used by Us only as required for the provision of the Services.
- 8.3 To the extent any Personal Data is contained in Customer Data, We shall comply with any applicable data privacy or protection laws in respect of Our access or use of such Customer Data.
- 8.4 During the Subscription Term, You will be entitled to access Your Customer Data at any time. You may export and retrieve Your Customer Data in a standard format. Export and retrieval may be subject to technical limitations; in which case We will find a reasonable

method for You to access the Customer Data. Before the Subscription Term expires, You will be given the right to use Our self-service export tools (to the extent available for the applicable Cloud Service) to perform a final export of Customer Data from the Cloud Service. Upon expiry of an Order, We will delete Your Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention for a specified period. Any such retained data is subject to the confidentiality provisions of these Terms.

- 8.5 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 and regulations. 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 such Personal Data in the provision of the Cloud Services, the Data Processing Agreement in Annex C shall apply and We shall use reasonable endeavours to
- 8.5.1 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
- 8.5.2 preserve the integrity of the Customer Data and to prevent the loss or corruption of the Customer Data.
- 8.6 For the purposes of this Section the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.

9. Term and Termination of Subscription for Cause

- 9.1 Your Subscription commences on the effective date specified in the Order, but in no event later than the date You accept the Order and are given initial access to the Cloud Service (in accordance with Section 3.2). Your Subscription continues for the Initial Subscription Term and unless otherwise stated in the Order, the Initial Subscription Term of each Order is thirty-six (36) months. Thereafter, it automatically renews for successive periods of 12 months (each a "**Renewal Term**") unless a party gives 30 days' prior written notice to the other party of its intention not to renew the Subscription. Unless otherwise agreed in the applicable Order and subject to Your rights to terminate under Section 6.2 or this Section, Your Subscription may only be terminated in accordance with Section 9.2.
- 9.2 Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order, Subscription or this Agreement without liability to the other at any time with immediate effect upon written notice if the other party:
- 9.2.1 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
- 9.2.2 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.
- 9.3 Termination of any Order shall have no effect on any other Order or SOW under this Agreement.
- 9.4 On termination of Your Subscription or this Agreement for any reason, You shall cease to access or use the Cloud Service and the Documentation and copies thereof and, at Your choice, either (i) destroy any produced copies of Documentation and certify such destruction to Us in writing; or (ii) return these items to Us. Where required by applicable law, You are permitted to keep a copy of the required items for Your archiving purposes.

10. Fees and Payment

- 10.1 We will invoice the Subscription Fees annually in advance. Unless agreed otherwise in the Order, all payments are due in full without deduction or set-off within 30 (thirty) days of the date of Our invoice.
- 10.2 Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We shall be entitled to (i) by giving You thirty (30) days' prior written notice and without liability to You, disable Your password, account and access to all or part of the Cloud Service and We shall be under no obligation to provide any or all of the Cloud Service while the invoice(s) concerned remain unpaid; or (ii) suspend the Professional Services until all payments due have been made in full.
- 10.3 Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We may 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).
- 10.4 The Subscription 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.
- 10.5 We shall be entitled to adjust the Subscription Fees with effect from Your next Renewal Term. Where We increase the Subscription Fees, such increase shall not exceed 7%.

11. Limited Warranties

- 11.1 Subject to limitations in this Section, We warrant that the Cloud Service shall substantially perform as specified in the Documentation during the Subscription Term, when used in accordance with the Documentation and the terms of the Agreement. This warranty (and the other terms of this Section 11) apply to any Updates We provide as part of the Support Services for a period from the date We

deliver the Update for the remainder of the applicable Subscription Term. Support Services will be rendered with due care, skill and ability and in accordance with recognized standard of good practice.

11.2 We do not warrant any specifications other than those set out in the Documentation, including without limitation statements made in presentations of the Cloud Service, Our public statements or advertising campaigns. Any warranty other than the limited warranty set out in Section 11.1 must be made in writing and confirmed by Our management. You acknowledge and are aware that Cloud Service and related Documentation can never be fully error-free in accordance with current state of technology.

11.3 We particularly do not warrant:

- 11.3.1 problems caused by Your use of the Cloud Service with any third-party software, misuse, improper testing, unauthorized attempts to repair, modifications or customizations to the Cloud Service by You or any other cause beyond the range of the intended use of the Cloud Service, unless You can prove that such use was not the cause of such problem;
- 11.3.2 against any Virus, data breaches and data losses which could not have been avoided by adequate, state-of-the art security in accordance with Our then-current security infrastructure, as may be further described in the Documentation; or
- 11.3.3 that the Cloud Service will achieve Your intended results, nor that the Cloud Service have been developed to meet Your individual requirements.

During the Subscription Term, if the Cloud Service do not conform with the warranty provided in Section 11.1, We will at Our expense correct any such non-conformance or provide You with an alternative means of accomplishing the desired performance. If We cannot reasonably make such correction or substitution, then We may, in Our sole discretion, refund You any prepaid fees covering the remainder of the Subscription Term for the affected Cloud Service and terminate Your access to and use of the affected Cloud Service for which You have received the refund. Such correction, substitution or refund constitutes Your sole and exclusive remedy, and Our sole and exclusive liability for any breach of the warranty.

11.4 Warranty claims asserted under one Order shall have no effect on any other Orders or other contracts that are in place between You and Us.

11.5 To the maximum extent permitted by applicable law, the warranties and remedies provided in this Section 11 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Us, Our Affiliates, sub-contractors and suppliers.

11.6 You agree that Your purchase of the Cloud Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments, statements or representations We made regarding future functionality or features.

12. Intellectual Property Indemnity

12.1 Subject to the Sections 12.3 and 12.4, We undertake at Our own expense to defend You or, at Our option, to settle any third-party claim or action brought against You alleging that Your use of the Services (or any part thereof) in accordance with the terms of the Agreement infringes the Proprietary Rights of a third party in the Territory ("**Infringement Claim**") and shall be responsible for any damages awarded against You or agreed upon in settlement by Us as a result of or in connection with any such Infringement Claim.

12.2 Subject to Sections 12.3 and 12.4, in the event of an Infringement Claim, We shall, at Our sole option and expense, (i) modify the infringing Services so that they cease to be infringing without loss of substantial functionality; (ii) replace the infringing portion of the Services with non-infringing software or services; or (iii) procure a license to enable You to legally continue using the Services.

If We do not provide You with one of the options above, We may, at Our sole discretion, terminate Your Order for the affected Services with immediate effect and reimburse You any prepaid Fees covering the remainder of the Subscription Term and terminate Your access and use of the affected Services.

12.3 We shall only be liable for any Infringement Claim provided You:

- 12.3.1 provide Us with prompt written notice of the Infringement Claim;
- 12.3.2 do not enter into any settlement of the Infringement Claim without Our prior written consent; and do not undertake any other action in response to any Infringement Claim that is prejudicial to Our rights;
- 12.3.3 permit Us to exclusively control the defence, negotiations and any settlement of the Infringement Claim;
- 12.3.4 provide Us with reasonable information and assistance for the Infringement Claim; and
- 12.3.5 use all commercially reasonable efforts to mitigate against any of Your losses, damages or costs related to the Infringement Claim.

12.4 We shall not be liable to You for Infringement Claims where the infringement is caused by:

- 12.4.1 unauthorized changes You have made or that have been made on Your behalf to the Services or output thereof;
- 12.4.2 Your use of the Services or output thereof outside the scope of the Agreement, Your Subscription, the applicable Order or the Documentation; or

12.4.3 an allegation that the Cloud Service consist of a function, system or method that utilizes generic process mining functionality that is not unique to the Cloud Service and the allegations of the Infringement Claim do not identify or relate to the commercially unique aspects of the Cloud Service.

12.5 This Section constitutes Your exclusive remedy and Our entire liability in respect of Infringement Claims.

13. Limitation of Liability

13.1 Subject to Section 13.4, Our aggregate liability to You for or in respect of any loss or damage suffered by You under or in connection with Cloud Service provided under the Agreement (whether due to breach of contract, tort (including negligence) or otherwise) shall be limited to the total amount of Subscription Fees payable in the twelve (12) months preceding the date of the event for which the liability arises.

13.2 To the maximum extent permitted by applicable law and subject to Section 13.4, 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, loss of use or loss of data (including corruption of data), 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.

13.3 We both acknowledge that the amounts payable hereunder are based in part on the limitations in this Section.

13.4 The exclusions in this Section 13 shall apply to the fullest extent permissible at law but We do not exclude liability for death or personal injury caused by Our negligence or that of Our officers, employees, contractors or agents; fraud or fraudulent misrepresentation; Our IP indemnification obligations under Section 12; or any other liability which cannot be excluded by applicable law.

13.5 In the event of any loss or damage to Customer Data, Your sole and exclusive remedy shall be for Us to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Us in accordance with the applicable archiving procedures. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Us to perform services related to Customer Data maintenance and back-up) unless solely cause by Our negligence or wilful misconduct.

13.6 In addition to the other exclusions set out in this Section 13, We and Our sub-contractors and service providers have no liability regarding any delays, delivery failures, or any other loss or damage resulting from Your access to and use of Services and/or third-party applications or the transfer of data over communications networks and facilities, including the internet or other equipment outside Our control.

14. Confidentiality

14.1 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 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 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.

14.2 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.

14.3 Section 14.1 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.

14.4 The obligations in this Section shall apply for a period of 5 (five) years from first disclosure of the respective Confidential Information.

15. Feedback

15.1 During the Term of an Order, You may provide or We may solicit Your input regarding the Services, Celonis Software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services, 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 Proprietary 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 sub-licensees' 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 Feedback for any purpose without restriction or remuneration of any kind with respect to You and/or Your Representatives. Except for the license granted above to use Feedback provided by You at Our sole discretion, We acquire no title or interest in any of Your pre-existing or independently developed data, information, or Proprietary Rights under these Terms.

- 15.2 You acknowledge that any information that We may disclose to You related to the Services, Celonis Software, 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.

16. General Provisions

- 16.1 **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.
- 16.2 **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.
- 16.3 **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.
- 16.4 **Governing Law.** The Agreement shall be governed by the laws of England and Wales and the parties submit to exclusive jurisdiction of the English courts in London, England. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 16.5 **Amendments.** Any amendments or additions to the Agreement must be made in writing and executed by duly authorized representatives of both parties.
- 16.6 **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 is for administrative convenience only and will not be binding on Us.
- 16.7 **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.
- 16.8 **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.
- 16.9 **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.
- 16.10 **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.
- 16.11 **Notices.** Except as otherwise specified in the Agreement, all notices, permissions, and approvals 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 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 Your Order. Notices relating to an Infringement Claim under Section 12 must be sent by registered mail and email.
- 16.12 **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: 7 to 16.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "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"**: Your applicable Order and these Terms.
3. **"Celonis Cloud Platform"**: the platform upon which the Cloud Service and Customer Data is hosted.
4. **"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 and Cloud Service.
5. **"Celonis Software"**: the Celonis standard software as further described in the Documentation to which You are provided access and use as part of the Cloud Service as set out in an applicable Order. It includes Updates but does not include any modification or add-on to the Celonis Software.
6. **"Celonis Work Result(s)"**: work results We create in the provision of Services as described and specified in an Order, 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 and Cloud Service.
7. **"Cloud Service"**: the access to and use of the functionalities of the Celonis Software as a service through the Celonis website in accordance with the Agreement, including access to the Celonis Cloud platform for such Cloud Service and the On-premise Component, as further described in the Documentation (excluding any links to third-party products or services contained in the Cloud Service).
8. **"Cloud Service Uptime"**: has the meaning given in the Service Level Agreement.
9. **"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. Our Confidential Information includes without limitation the Celonis Software and Documentation.
10. **"Customer Data"**: the (i) 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 of using the Cloud Service or facilitating Your use of the Cloud Service, or (ii) data You collect and process through Your use of the Cloud Service. With regard to the Online Training Cloud Services, Customer Data shall mean Users' names and their participation in specific online trainings. It specifically excludes any of the content of Our Online Training Cloud Service, which is owned by Us and in which We own all Proprietary Rights (in accordance with Section 5).
11. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to and Order, including Customer Data.
12. **"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.
13. **"Documentation"**: the product description of the applicable Services, as made available by Us on the Celonis website (currently under <https://www.celonis.com/terms-and-conditions/>).
14. **"Fees"**: the fees payable by You for the Services as set out in an Order.
15. **"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.
16. **"Inappropriate Content"**: content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property.
17. **"Initial Subscription Term"**: the initial term of Your Subscription as agreed in the Order which commences on the date of acceptance of the Order or as otherwise agreed to by the parties.
18. **"On-premise Component"**: The Cloud Service may include on-premise components that can be downloaded and installed (including Updates) by Customer. Customer is responsible for the installation and operation of the On-premise Component, including any updates made available by Us. The SLA does not apply to these components.
19. **"Online Training Cloud Service"**: the access to the online training courses We provide as further described on the Celonis website (currently at <https://www.celonis.com/en/academy/>), in the Documentation or other information We may provide to You. If You are purchasing Online Training Cloud Service in an Order, references in the Terms and/or Order to "Cloud Service" shall be replaced with the term, "Online Training Cloud Service".
20. **"Order"**: an order entered into between You and Us specifying the Services You have ordered, and the Fees owed thereunder, and such other terms as are agreed, including any addenda and supplements thereto.
21. **"Metrics Definition"**: the then current document(s) made available by Us as "Celonis Definition license scope / subscription scope" on the Celonis website (currently under <https://www.celonis.com/terms-and-conditions/>) describing the then-currently available licensing and subscription metrics for the Cloud Service.

22. **"Personal Data"**: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
23. **"Professional Services"**: the consulting and/or professional services related to the Celonis Software and/or Cloud Service which may include installation and implementation services for the Celonis Software and/or Cloud Service, provided by Us to You as described in the applicable Order.
24. **"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 intellectual property rights, arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
25. **"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.
26. **"Renewal Term"**: has the meaning set out in Section 9.1.
27. **"Release"**: an update of the Celonis Software within a given Version that We designate through a respective change in numbering in accordance with Our then-current naming convention (e.g. Release 4.2 -> Release 4.3).
28. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
29. **"Service Level Agreement" or "SLA"**: the service levels for the Cloud Service as set out in the then current document(s) made available by Us as "Service Level Agreement for Celonis Software as a Service Offerings" on the Celonis website (currently under <https://www.celonis.com/terms-and-conditions/>).
30. **"Services"**: any and all services provided by Us to You as described in the applicable Order including the provision of the Cloud Service, Professional Services, Support Services, and Training Cloud Service.
31. **"Subscription"**: the subscriptions You purchase under an Order for Your use of and access to the Cloud Service and Documentation in accordance with the Agreement
32. **"Subscription Fees"**: the Fees payable by You to Us for Your and Your Users' use of access to the Cloud Service from time to time, as set out in an Order.
33. **"Subscription Term"**: the Initial Subscription Term and any subsequent Renewal Terms.
34. **"Support Services"**: the maintenance and support services, as described in the Support Services Description, that We provide to You in respect of the Cloud Service and as ordered by You in an Order.
35. **"Support Services Description"**: the then-current documents describing in more detail the Support Services and made available by Us on the Celonis website (currently under <https://www.celonis.com/terms-and-conditions/>).
36. **"Updates"**: any new Version, Release, bug-fix or patches to the Celonis Software that We make available to You within the scope of the Support Services and through the Cloud Service.
37. **"User"**: those employees, agents and independent contractors of Yours who are authorized by You to access and use the Cloud Service in accordance with the Agreement, and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (if applicable).
38. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes based on this Agreement, or access to use of the Cloud Service.
39. **"Terms"**: these Celonis General Terms for Software as a Service.
40. **"Territory"**: the country of Your registered business seat as defined in the Order and the European Economic Area.
41. **"Version"**: a version of the Celonis Software that is designated by Us as such in accordance with Our then-current naming convention (e.g. Version 3 -> Version 4).
42. **"Virus"**: any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.
43. **"We," "Us," "Our" or "Celonis"**: Celonis Ltd., Unit 5, Riverbank Business Park, Old Grantham Road, Whatton, Nottingham NG13 9FX, United Kingdom.
44. **"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 or are included in the Subscription in accordance with Section 5.1.

Annex B

Professional Services Supplement

If You are purchasing Professional Services in an Order, the following additional terms shall apply only to Our provision of such Professional Services.

1. Our Obligations.

- 1.1 We shall provide Professional Services in a professional manner by using at all times appropriately knowledgeable, qualified and trained staff, using reasonable care and skill in accordance with generally accepted industry standards.
- 1.2 Where Celonis Work Results have been explicitly defined in the Order or applicable statement of work to form part of Professional Services, We shall deliver such Celonis Work Results in accordance with any applicable specifications and timelines agreed therein.
- 1.3 Unless explicitly agreed otherwise in an Order, Our Professional Services are provided as consultancy and advisory services only, including where Celonis Work Results have been agreed and shall in no event be considered a "works made for hire" engagement.

2. Your Obligations.

- 2.1 Where specified in an Order, You will appoint a Project Manager, who will coordinate Your activities related to the Professional Services. You will ensure that the same person acts as Project Manager for the duration of the applicable Professional 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 Professional Services.
- 2.2 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 Professional 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.
- 2.3 You shall:
 - 2.3.1 cooperate with Us on any matters relating to the Professional Services as set out in the Order and provide Us with prompt feedback to Our requests;
 - 2.3.2 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 Professional Services. In particular, where On-Site-Training Services are conducted by Us at Your location, You will make available suitable facilities at no charge;
 - 2.3.3 provide Us in a timely manner such Customer Materials as We may request in connection with the provision of the Professional Services; and
 - 2.3.4 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.
- 2.4 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 Professional 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.

3. Change Process.

- 3.1 If either party requests a change to the scope or execution of the Professional 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.
- 3.2 The change shall not take effect until We have agreed with You an amendment to the Order in accordance with this Section 3 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 Professional Services will occur and the Professional Services will be performed in accordance with the description of services applying on the date on which the change request was requested.

4. Intellectual Property Rights.

- 4.1 All Intellectual Property Rights in the Cloud Service, Celonis Materials, Services, and Celonis Work Results are owned by and shall remain the sole and exclusive property of Celonis or its licensors.
- 4.2 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, royalty-free license to use the Celonis Work Results for Your and Your 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, royalty-free license to use the Celonis Materials. Any rights granted in this Section shall automatically terminate upon termination or expiry of Your separate order or agreement for the Cloud Service in which You no longer have rights to access the Cloud Service.

5. Professional Services Fees.

- 5.1 We will provide all Professional 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 Professional 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 set out in the Order.

6. Term and Termination.

- 6.1 Each Order for Professional Services 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 Professional Services contemplated by the Order are completed, unless terminated sooner in accordance with these Terms.
- 6.2 Unless otherwise stated in an Order, each Order for Professional Services only may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.

7. Limited Warranty.

- 7.1 We warrant that Our Professional Services will be performed in a professional workman-like manner with reasonable skill and care.
- 7.2 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.
- 7.3 We do not warrant that the Professional Services or Celonis Work Results will be error-free or uninterrupted or that We will correct all non-conformities.
- 7.4 In the event of a breach of a warranty under Sections 7.1 or 7.2 of this Annex B, and if You notify Us in writing within ninety (90) days of delivery of the Professional 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:
 - 7.4.1.1 re-perform the applicable Professional Services or Celonis Work Result so that they conform to the warranty; or
 - 7.4.1.2 refund the Fee paid in respect of the non-conforming Professional Service or Celonis Work Result.
- 7.5 THE REMEDY STATED IN THIS SECTION 7 OF THIS ANNEX B IS OUR ONLY LIABILITY TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY BREACH.

8. Limitation of Liability.

SUBJECT TO SECTION 13.4 OF THE MAIN BODY OF THESE TERMS, OUR AGGREGATE LIABILITY TO YOU FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU UNDER OR IN CONNECTION WITH PROFESSIONAL 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 PROFESSIONAL SERVICES UNDER THE APPLICABLE ORDER IN WHICH THE LIABILITY ARISES. FOR THE PURPOSES OF CLARIFICATION, SECTION 13 OF THE MAIN BODY OF THE TERMS SHALL ALSO APPLY TO THE PROVISION OF PROFESSIONAL SERVICES, WITH THE EXCEPTION OF SECTION 13.1.

Annex C

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

The scope and the detailed stipulations on the type and purpose of Contract Processing are defined in the **Exhibit**. 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 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. 12 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 Annex 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 Celonis Software to provide Cloud Services for Controller:

As directed by the Controller names and e-mail addresses may be inserted in the Celonis Software provided as a Cloud Service to Controller 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 can 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 which Processor will host as part of the Cloud Services.

- Support Services:

The Support Services personnel of Processor may access Controller's instance or be provided Controller data excerpted from Controller's Cloud Services 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.

- Celonis Online Training:

Where online 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 transmission of training materials, the execution of trainings and for its certification.

- Professional Services:

The Professional Services personnel of Processor may access Controller's instance, or be on Controller's premises, or be provided Controller data excerpted from Controller's Cloud Services instance on a case-by-case basis if requested by the Controller in the context of Professional Services (e.g. "shadowing").

2. Procedures of data processing

- Hosting:

The Processor provides the functionalities of the Celonis Software as a Cloud Service and hosts the Cloud Services including the data sets uploaded and processed by Controller in a data center.

- Support Services:

The Ticket Software 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 of Controller or otherwise accessing of data sets as part of Support Services only occurs where explicitly required by the Controller.

- Celonis Online Training:

Online courses are hosted in a data center. The training tool may be used to transmit invitations and certifications and for evidencing its participation/successful completion.

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.

- Support Services:

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

- Celonis Online Training:

Execution and administration of online training services

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 sub-processors (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 Celonis Software and processing of data provided by the Controller on the Amazon Cloud
AbsorbLMS Technology Ltd., Dublin, Republic of Ireland	Hosting of Online Trainings
HappyFox Inc., Irvine, CA, USA	Operation of the Support Ticketing-Tools
Celonis, Inc., New York, NY USA	Support of the services provision through employees of Celonis, Inc.
Celonis SE, Munich, Germany	Support of the services provision through employees of Celonis SE
Celonis B.V.'s- Hertogenbosch, The Netherlands	Support of the services provision through employees of Celonis BV
Microsoft Ireland Operations Limited	Hosting of Celonis Software and processing of data

Corporation, Republic of Ireland	provided by the Controller on the Azure Cloud
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