



**Celonis Metrics Description
for
OCPM Infrastructure**

This Celonis Metrics Description for OCPM Infrastructure is part of Your Agreement with Celonis (the “Agreement”), and serves to define Our OCPM Infrastructure 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 or You and an Authorized Reseller and are identifiable by the Product Name and the Applicable SKUs, which are common to both the applicable Order and this Metrics Description. If the applicable Order does not include a line-item for OCPM Infrastructure and You are not adding a subscription to an existing Order containing the OCPM Infrastructure, the Metrics Description applicable to Your purchase can be found under “Celonis Definition Subscription Scope: Celonis Execution Management System” at: <https://www.celonis.com/terms-and-conditions/celonis-services/>.

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

Your Subscription must include, at a minimum, an Infrastructure and Process Module(s) or an Infrastructure and Center of Excellence (COE) SKU, the fees for which are determined based upon a combination of the following:

- Your selected Process Module(s), and
- The applicable scope (e.g. line of business, geography) for which you may utilize your Process Module(s), as detailed in the Order. Your geographic scope will be signified on Your Order under “Region,” and Your line of business scope will be signified on Your Order under “LoB”. Note that if “Region” is “Global,” You have global usage for the specified Process Module, subject to import, export control and sanctions laws and regulations that may apply to the Services or to Your access thereto. If there is no LoB designated on Your Order for a specific Process Module, there is no LoB limitation for that specified Process Module

DEFINITIONS:

- 1.) "Domain": a group of several Process Modules which all pertain to a specific area of the Customer's business (e.g., the Finance Domain consists of Process Modules such as Accounts Payable, Accounts Receivable, Record to Report, etc.), which may be purchased together as a bundled offering.
 - 3.) "Infrastructure Scope": as defined below.
 - 4.) "Objects": Items processed in relation to a Process Module (e.g., invoices, sales orders, or purchase orders).
 - 5.) "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](#).
 - 6.) "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. Data processing within the Celonis Platform includes transformations, high-performance computation, and storage.
 - 7.) "Data Records": A Data Record corresponds to a row in a base table in the database.
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COMPLIANCE VERIFICATION:

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 is in full compliance 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.

FUNCTIONAL CURRENCY:

When the Financial Metric on Your Order is expressed in a different operational currency than Your financial reporting currency, a fixed exchange rate for the conversion will apply. The exchange rate will be the closing rate on the last trading day of the previous calendar year (e.g., if on December 31, 2023, the FX rate is 0.91, then the exchange rate from January 1, 2024, until December 31, 2024, will be 0.91), as published by the Board of Governors of the Federal Reserve System.

INFRASTRUCTURE:

Customers are required to purchase Celonis Infrastructure (OCPM Enabled), which entitles Customers to the platform-level capabilities of the Celonis Platform.

The Celonis Infrastructure (OCPM Enabled) includes:

- One productive Celonis Team hosted in our Standard Cloud
- Unlimited Users (Analysts and Business Users)
- The fair use cap on Platform Capacity, determined by the Customer's size and scope, supports the analysis of the Process Modules in scope and must be sufficient to support all purchased Process Modules as detailed in the Order Form.
- One Standard Sandbox Team
- 50,000 Executions
- 500,000 Operations

Productive Celonis Team

A Productive Celonis Team is a password-secured tenant within the multi-tenant cloud environment in which the Cloud Service runs, sharing resources across tenants and providing data isolation for each tenant. When provisioning the Celonis Team, we will select the most applicable multi-tenant cloud environment for You.

On the Subscription Start Date, the Admin User(s) will receive an invitation email with initial login details to access the Productive Celonis Team. Access is for the Subscription Term only.

Standard Sandbox Team

The Standard Sandbox Team serves as a testing environment for independent evaluations and testing within the limits of the defined table rows. The Standard Sandbox Team is provisioned per default upon the rollout of Your Productive Celonis Team. Your Standard Sandbox Team cannot be connected to any other system that is not itself a Sandbox/testing environment, and the objects and events are restricted to the Process Modules that You have purchased. The following scope is included in Your Standard Sandbox Teams: the number of Analysts is limited to 5, you'll receive 20 GB of APC, table rows are limited to 100,000 rows, and no Business Users are provided.

Premium Sandbox Team

The Premium Sandbox Team serves as a testing environment for independent evaluations and testing within the limits of the defined table rows. The Premium Sandbox Team is only available as a separate Order at an extra charge and will not be provisioned per default. Your Premium Sandbox Team cannot be connected to any other system that is not itself a Sandbox/testing environment. The following scope is included in Your Premium Sandbox Team: the number of Analysts is limited to 30. At any time your Premium Sandbox may generate the same amount of APC plus 10% as is generated by Your Productive Team or 40GB (whichever is greater). There are no limitations regarding Table Rows. No business users are provided by the Premium Sandbox Team. The Premium Sandbox Team enables team-to-team copy functionality, allowing users to copy multiple Packages & Data Pools (meta-data) between two Celonis Teams, including dependency resolution.

User Types

Business User: This named user is limited to accessing and filtering analyses built and shared in the Celonis Platform. In addition, the Business User can receive and interact with Executions from the Action Flow and take respective actions based on such signals.

Analyst: This named user obtains all the functionality of a Business User plus the ability to build and edit data models, machine learning models, skills, and analyses in the Celonis Platform. Analysts can create, receive, and interact with Executions from the Action Flow and take respective actions on such signals.

Administrator: Up to three analysts may be designated as Administrators. Administrators have all the features of the Analyst plus the ability to invite other Users to the Celonis Platform and set permissions for the Users.

Celonis Process Designer Named Users: This user possesses comprehensive access to the process design capabilities within the Celonis Process Designer solution. Administrators can assign specific user roles and permission limitations to Named Users according to organizational requirements and security protocols.

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

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

Active Concurrent User: An Active Concurrent User is a unique user, represented by the combination of a username ID and a unique machine ID, sending or capturing data at any given time during a calendar month of the applicable Celonis Workforce Productivity subscription. The number of permitted Concurrent Users is specified in the applicable Order Form. Customer can reassign Concurrent Users amongst their employees, provided the number of assigned Concurrent Users at any given time does not exceed the limit specified in the applicable Order.

Executions

Executions are Actions (automated events) that occur in the 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). For the avoidance of doubt, each Execution is an Operation, as defined below.

The subscribed amount of Executions constitutes an upper limit for the number of Executions that can be 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.

Operations

Operations are Actions (automated events) performed by Celonis 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 in the amount of ten times the number of contracted Executions.

Platform Capacity Fair Use Policy

The Platform Capacity provided under an Order is based upon capacity needs and usage across the Celonis customer base. Celonis anticipates that no additional Platform Capacity should be required in the course of Fair Usage of the Services.

The parties agree that in the event of the Customer exceeding consumption of the Platform Capacity by more than the defined Fair Use Limit, no automatic charges will be applicable. In such event, the Parties will meet to assess the Capacity usage, looking at the following elements which are considered to be in line with Fair Usage of the Services:

- Only data related to the purchased Process Modules/entitlements is uploaded into Celonis
- Only 12 months of historical rolling data is kept in Celonis
- Customer periodically performs a check on the data stored in Celonis and removes data that is no longer relevant for analyses

The Parties agree to work in good faith in case of such overages to find areas to decrease data consumption and align with Fair Usage recommendations. In case of continuous overages and additional Platform Capacity needs, additional fees may be required.

Machine Learning Workbench

The Machine Learning feature default shared plan consists of 3 Workbenches. Each shared Workbench includes 1 CPU (Central Processing Unit), 4 GB RAM (Random-Access Memory), and 5 GB Disk Space. There is a Table Row limit of 100,000 rows.

For heavy Machine Learning workloads, a dedicated plan is available as an add-on product, which will be reflected in an individual Order. Depending on the needs, we have 6 dedicated plans available. Dedicated plan resources can be split into as many workbenches in multiples of 2. Dedicated plans enable Unlimited Table Rows.

Dedicated ML

Workbench Sizes	CPUs	RAM in GB	Disk Space in GB
Small	4	32	50
Medium	8	64	100
Large	16	128	200
2x Large	32	256	400
3x Large	64	512	800
4x Large	128	1,024	1,600

Customers with active subscriptions to a dedicated plan in their Individual Orders, without specifying a size, will have the Large Size specs provisioned in their team environment.

The Auto-Shutdown function is also enabled, which will shut down each Workbench after 12 hours of non-usage. The Auto-Shutdown does not apply to scheduled runs.

Add-on Products (available at an additional charge)

The Sailfin Accounts Receivable Premium Applications, Duplicate Checker Premium Application, Supply Chain Network Visibility Premium Application (Formerly known as End-to-End Lead Times Premium Application), Material Allocation Premium Application, and Material Emissions Premium Application are all priced according to the applicable scope (line of business, geography) of the designated Process Module that each add-on supports and the applicable Financial Metric dictated by the applicable scope. The applicable scope for the Paid Application may not be higher than the scope on Your Order for that specific Process Module (i.e., if Your scope for the Accounts Payable Process Module is North America, Your scope for the Duplicate Checker Paid Application cannot be broader than North America, however, it can be more narrow and Your Financial Metric will be adjusted accordingly).

- 1.) Sailfin Accounts Receivable Premium Applications: Requires a subscription to the Accounts Receivable Process Module. The applicable scope for the Accounts Receivable Premium Applications may not be higher than the lower scope of the Accounts Receivable Process Module if their scopes differ.
- 2.) Duplicate Checker Premium Application: Requires a subscription to the Accounts Payable Process Module. The applicable scope for the Duplicate Checker Premium Application may not be higher than the lower scope of the Accounts Payable Process Module if their scopes differ.

- 3.) Supply Chain Network Visibility Premium Application: Requires a subscription to the Direct or Indirect Procurement Process Module and the Inventory Management Process Module. The applicable scope for the Supply Chain Network Visibility Premium Application may not be higher than the lower scope of the Inventory Management Process Module and Direct or Indirect Procurement Process Module, if their scopes differ.
- 4.) Material Allocation Premium Application: Requires a subscription to the Inventory Management Process Module. The applicable scope for the Material Emissions Premium Application may not be higher than the lower scope of the Inventory Management Process Module.
- 5.) Material Emissions Premium Application: Requires a subscription to the Direct and Indirect Procurement Process Modules. The applicable scope for the Material Emissions Premium Application may not be higher than the lower scope of the Direct or Indirect Procurement Process Module if their scopes differ.
- 6.) Center of Excellence ("CoE"): The COE enables the Customer to engage in process mining on unpurchased Process Modules, the COE Discovery Module introduces targeted limitations: concurrent analysis is capped at 3 Process Modules, each module must not be analyzed for more than 6 calendar months, and the combined data ingestion for the 3 concurrent Process Modules is restricted to a maximum of 10 million (10,000,000) Data Records. The Customer will be granted an additional 100,00 Data Records for each \$10,000 associated with the Center of Excellence ("CoE") SKU on the Individual Order.
- 7.) Shipping Emissions Reduction App Premium App: Requires a subscription to the Order Management Process Module. Fees for the Shipping Emissions Reduction Premium App are according to the quantity of Annual Shipments. An Annual Shipment is an individual record (uniquely identified by its shipment number) related to transportation containing attributes such as final departure country, final departure city, arrival country, arrival city, transport mode, and shipment date (creation date of the shipment in the system), in a contractual year. The Annual Shipments processed in the Shipping Emissions Reduction App can be outbound shipments (from the customer to its customers), inbound shipments (to the customer from its suppliers), or intercompany shipments (in between customer facilities). The amount of processable Annual Shipments is defined in the applicable Order. This amount is the maximum number that the Customer can consume in each subscription year.

Small package includes up to 250,000 Annual Shipments, Medium package includes up to 1,000,000 Annual Shipments, and Large package includes up to 2,000,000 Annual Shipments unless expressed otherwise in Your Individual Order. The total amount of Annual Shipments that will be considered for calculations is the total number that goes through the Shipping Emissions Reduction App.

- 8.) Sustainable Spend Management Premium App: Requires a subscription to the Direct or Indirect Process Module. For the Customer bringing their own Supplier Management Software, the Sustainable Spend Managements Premium App shall be priced as an add-on product, which will be reflected in an individual Order.
- 9.) System Transformation: The System Transformation SKU enables the Customer to execute a comprehensive end-to-end system migration project, emphasizing strict adherence to system performance. It encompasses the entire lifecycle, beginning with the planning of new enterprise systems and culminating in the full implementation of these systems. This SKU includes a hypercare monitoring phase lasting up to 3 months after implementation, which features automated reporting of critical KPIs and processes, cross-checking of outputs before and after going live. During the hypercare phase, Action Flows features are included exclusively to trigger actions automatically to correct any issues affecting system performance post-migration. The System Transformation SKU scope supports the migrations of the specific systems identified across multiple processes.

However the scope of the SKU is exclusively the system migration per se, excluding ongoing operational improvements to the underlying processes. The System Transformations Readiness App is included as part of this SKU. For value opportunities related to process performance, a specific Process Module SKU is required. The list of Objects & Events includes any from Our Catalog regardless of the process, as long as the Objects & Events are directly ingested from the system the Customer is migrating from (or to), both of which need to be specified in the Order Form.

As a further illustration of the SKU, the following table includes some of the most typical KPIs and Value Opportunities that are typically related to this process:

KPIs	Value Opportunities
<ul style="list-style-type: none"> - # of critical fit-gaps - Conformance rate against target-state models - # of low-value customizations - # of redundant master data records - # of testing scenarios - % of test scenarios covered - User adoption of new system 	<ul style="list-style-type: none"> - Automate Process Documentation - Understand the level and value of customization - Identify end-to-end test scenarios - Accelerate fit-gap analysis - Accelerate design workshops - Accelerate scope validation

- 10.) Workforce Productivity: Fees for Workforce Productivity are priced based on Active Concurrent Users.
- 11.) Celonis Connector for Power BI: The Celonis Connector for Power BI is priced according to the number of Process Modules purchased. It is limited to a maximum of 200,000 rows and 20 columns.
- 12.) Celonis Process Designer: Priced according to the number of Celonis Process Designer Named Users purchased.
- 13.) Celonis Process Management Bundle: Priced according to the number of Named Users in the bundle.

Commercial Programs

The below Commercial Programs (as indicated based on the SKUs on Your Order) have the following deviations from the entitlements described in this document:

- 1.) The Celonis Foundation entitles You to the Celonis Foundation Edition with the following limits:
 - a.) 1 Process Module
 - b.) 20 Business Users
 - c.) 3 Analysts
 - d.) 350 GB of Platform Capacity
 - e.) Access to Activation Support in accordance with the guidelines found here: [Celonis Foundation Edition Activation](#)

These allocations are static and do not scale based on spend. Additional Process Modules or Celonis Add-Ons may not be purchased or added to a Celonis Foundation Edition.

- 2.) The E2E Celonis Foundation Bundle entitles You to the Celonis Foundation Edition with the following limits:
 - a.) 2 Process Modules
 - b.) 20 Business Users
 - c.) 3 Analysts
 - d.) 350 GB of Platform Capacity
 - e.) Access to Activation Support in accordance with the guidelines found here for 2 Process Modules: [Celonis Foundation Edition Activation](#)
 - f.) Permitted End-to-End (E2E) Process Combinations:
 - i.) Order to Cash: Accounts Receivable + Order Management
 - ii.) Purchase to Pay: Accounts Payable + Procurement (Direct/Indirect)
 - (1) Customers opting for both Procurement processes (Direct and Indirect) and Accounts Payable must initially start with either Procurement Direct or Procurement Indirect.
 - iii.) Procurement Direct + Procurement Indirect

These allocations are static and do not scale based on spend. Additional Process Modules or Celonis Add-Ons may not be purchased or added to a Celonis Foundation Edition.

- 3.) The Celonis SMB Readiness entitles You to the Celonis Foundation Edition functionality with the following limits:
 - a.) 1 Process Module
 - b.) 2 Business Users
 - c.) 2 Analysts
 - d.) 5 GB of Platform Capacity

These allocations are static and do not scale based on spend. Additional Process Modules or Celonis Add-Ons may not be purchased or added to a Celonis Foundation Edition. Note that the SMB Readiness specifically excludes Activation Support.

- 4.) The Celonis SMB Foundation entitles You to the Celonis Foundation Edition functionality with the following limits:
 - a.) 1 Process Module
 - b.) 20 Business Users
 - c.) 3 Analysts
 - d.) 175 GB of Platform Capacity

These allocations are static and do not scale based on spend. Additional Process Modules or Celonis Add-Ons may not be purchased or added to a Celonis Foundation Edition. Note that the SMB Readiness specifically excludes Activation Support.