



**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);
- 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; and
- Your applicable Financial Metric dictated by the defined scope.

DEFINITIONS:

1.) “Domain”: a group of several Process Modules which all pertain to a specific area of 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.

2.) “Financial Metrics”: the applicable metric based on your industry. Your Financial Metric will be specified in Your Order and is based upon the selected scope (line of business and geographic region) for each Process Module. If Your usage under an Order includes use of the Services by or on behalf of Your Affiliates, then the Affiliate’s Financial Metric shall be included in the calculation. If the Financial Metric is not made publicly available You will provide the relevant data to Celonis. Any such data shall

be subject to the confidentiality provisions of the Agreement.

- a) **"Budget"**: the total annual budget allocated to Customer, as published by the public body tasked with determining budgets (i.e. the U.S. Congressional Budget Office, Ministry/Department of Finance, Comptroller, or equivalent legal entity).
- b) **"Customer Revenue"**: the annual revenue reported on Customer's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by You (if You are not publicly traded).

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](#).

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 Execution Management System. Your Infrastructure size is determined by the Financial Metric amount in scope for your company. If Process Modules in Your Subscription have different Financial Metric amounts, the largest amount will be considered for the Infrastructure size category.

The Celonis Infrastructure (OCPM Enabled) includes:

- One productive EMS Team hosted in our Standard Cloud
- Unlimited Users (Analysts and Business Users)
Fair use cap on Platform Capacity, determined by Customer's size & scope, which supports analysis of the Process Modules in scope
- One Standard Sandbox Team
- 50,000 Executions
- 500,000 Operations

Infrastructure Size	Small	Medium	Large
Customer Revenue	Up to 1,500,000,000 USD	Up to 10,000,000,000 US	Beyond 10,000,000,000 US
Budget	Up to 1,500,000,000 USD	Up to 10,000,000,000 US	Beyond 10,000,000,000 US
Platform capacity*	350 GB	1,000 GB	1,500 GB

*To ensure sufficient Platform Capacity for all Process Modules, the Customer will be granted an additional 500 GB of capacity for each \$500,000 (or equivalent recurring annual software spent with Celonis).

Productive EMS Team

A Productive EMS 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 EMS 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 log-in details to access the Productive EMS 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 EMS Team. Your Standard Sandbox Team cannot be connected to any other system that is not itself a Sandbox/testing environment. The following scope is included in Your Standard Sandbox Teams: the number of Analysts is limited to five, 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 by 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, You will receive the same amount of APC plus 10% as supplied for Your Productive EMS Team or 40GB (whatever is greater). There are no limitations regarding Table Rows. No Business Users are provided in the Premium Sandbox Team.

User Types

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

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

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

Administrator: up to three Analysts may be designated as an Administrator. Administrators have all features of the Analyst plus the ability to invite other Users to the EMS and set permissions for the Users.

Executions

Executions are Actions (automated events) that take place in the Operational System of a customer 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 EMS Subscription includes a fair use capacity on Operations in the amount of ten times the number of contracted Executions.

Workbenches

The Machine Learning feature consists of 3 Workbenches. Per Workbench, 4 GB RAM (Random-Access Memory), 1 CPU (Central Processing Unit) and 5 GB Disk Space. Additionally, the Auto-Shutdown function

is enabled which will shut down each Workbench after 12 hours of non-usage. The Auto-Shutdown does not apply to scheduled runs. For heavy Machine Learning workloads, a dedicated instance is available as an add-on product which will be reflected in an individual Order.

Add-on Products (available at an additional charge)

The Accounts Receivable, Duplicate Checker and End-to-End Lead Time Premium Execution Applications are all priced according to the applicable scope (line of business, geography) of the designated Process Module that each Premium Execution Application 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 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.) Accounts Receivable Premium Application: Requires a subscription to the Accounts Receivable Process Module.
- 2.) Duplicate Checker Premium Application: Requires a subscription to the Accounts Payable Process Module.
- 3.) End-to-End Lead Time Premium Application: Requires a subscription to the Direct Procurement Process Module and the Inventory Management Process Module. The applicable scope for the End to End Lead Time Application may not be higher than the lower scope of the Inventory Management Process Module and Direct Procurement Process Module, if their scopes differ.
- 4.) Workforce Productivity: Fees for Workforce Productivity are priced based on Active Concurrent Users. 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 subject EMS subscription. The amount of permitted Active Concurrent Users is specified in the applicable Customer Order. Customer is permitted to reassign Active Concurrent Users amongst its employees, provided the number of assigned Active Concurrent Users at any given time does not exceed the limit specified in the applicable Order.
- 5.) Sustainable Spend Management Paid App: Fees for the Sustainable Management 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. The total amount of Annual Shipments that are going to be considered for calculations is the total number that goes through the Shipping Emissions Reduction App.
- 6.) EMS Connector for Power BI: EMS Connector for Power BI is priced according to the number of Process Modules that you have purchased.