# Master Services Agreement – Celonis, Inc.

## 1. Definitions

All definitions used in the Agreement are specified in [signerCelonisSignerSignature] Annex A.

## 2. Agreement 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 specified in the applicable Order, which may include Cloud Service, Online Training Cloud, Support Services and/or Professional Services.

2.2 The additional terms set out in **Annex B** apply to Our provision of Professional Services and **Annex C** is the Data Protection Agreement.

## 3. Delivery

3.1 Following the execution of an Order for the Cloud Service, We shall provide You via e-mail with all information required for You to access and use the Cloud Service.

3.2 Where You order Online Training Cloud directly from the Celonis website or Cloud Service of the type "Digital Consulting Blocks" or a similar product without a separate Order, Your order placed online will be "the Order", and no automatic Order renewals in accordance with Section 9.1 shall apply.

## 4. Support Services and Service Levels

4.1 We shall provide the Cloud Services in accordance with the Service Level Agreement.

4.2 We provide Support Services as part of the Cloud Service and these Support Services are described in the Support Services Description which forms part of the Agreement. The Support Services provided for the Online Training Cloud are described in its 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. You are granted a non-transferable right to use and access the Cloud Service for the Subscription Term for Your own and Your Affiliates' internal purposes (which specifically excludes any analysis of data from third-party source systems), unless otherwise stated in the applicable Documentation for such Cloud Service. Use of the On-premise Component (where applicable) is limited to use with its associated Cloud Service, and You may not use the On-premise Component for any other purpose. The On-premise Component may not be modified or altered in anyway except by Us. You must utilize the most current version of the On-premise Component made available by Us. You are responsible for all acts and omissions in breach of the Agreement by any such Users and Affiliates.

5.2 Your use of the Services shall be limited in accordance with the metrics in the applicable Order. Definitions of the metrics are contained in the Metrics Definition, which is incorporated by reference.

5.3 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, in the event of any such unauthorized access or use, promptly notify Us.

5.4 You will not during the course of the use of the Cloud Service, upload, input, access, store, distribute or transmit any Malware, nor any material, including without limitation Customer Data, that is Inappropriate Content. We reserve the right, without liability to You and without prejudice to Our other rights, to (i) disable Your access to any material that breaches the provisions of this Section; (ii) remove and delete any 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 8. 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 Your breach of this Section.

5.5 You will not (i) copy, translate, or otherwise modify or produce derivative works of all or parts of the Cloud Service, it being understood that You will be entitled to copy the Documentation and materials accompanying the Cloud Service and make use of the Celonis Schema (as defined and described below) 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) disassemble, reverse engineer, decompile, place at risk or circumvent the functionalities, performance, and/or the security of the Cloud Service; (iv) access all or any part of the Cloud Service in order to build a competitive and/or similar product or service; or (v) determine whether the Services are within the scope of any patent.

5.6 We may, at our discretion, make available to You Cloud Service-related scripts, schema and/or code that can be used to create process analysis implementations for the Cloud Service platform (collectively, the "Celonis Schema"). Where Celonis Schema are made available to You, You are granted for the relevant Subscription Term a limited, non-exclusive, revocable license to use and modify the Celonis Schema for purposes of implementing your permitted use of the Cloud Service. As between You and Celonis, You will be owner of all right, title and interest in and to any modifications You make to the Celonis Schema, subject, always, to Our underlying ownership interest in and to all of the Services from which Your modifications derive.

5.7 We will have the right to temporarily restrict Your access to the Cloud Service, if We in Our reasonable judgment 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 limit or prevent damage. We shall promptly inform You of any such restriction and, where reasonable to do so, 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 the limitations in Your Order. For clarity, no Customer Data shall be visible to Us in this context. Further, We may audit Your use of the Cloud Service in order to establish whether the use of the Cloud Service is in accordance with 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. Where We notify You of a non-compliance with Your Order limitations, including any overuse, We may work with You to seek to reduce Your overuse so that it conforms to Your Order. If You are unable or unwilling to abide by the Order limitations, You will pay any invoice for excess usage or execute an Order for additional Services. Our acceptance of any payment shall be without prejudice to any other rights or remedies We may have under the Agreement or applicable law.

## 6. Fees and Payment

6.1 We will invoice the Subscription Fees annually in advance. Unless otherwise agreed upon in the Order, all payments are due in full without deduction or set-off within 30 (thirty) days of the date of Our invoice.

6.2 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; and/or (ii) suspend the Professional Services until all payments due have been made in full.

6.3 If Your Subscription is purchased through an Authorized Reseller, We may, upon written notice, suspend Your right to use the Subscription in the event We fail to receive payment for such Subscription.

6.4 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 1% per month or lesser if such amount is required by applicable law on any overdue sums from the due date until the date of receipt of payment by Us (inclusive).

6.5 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.

6.6 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%.

## 7. Customer Data; Data Protection

7.1 You own all right, title and interest in and to Customer Data and shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of Customer Data; (ii) the completeness, reliability, accuracy and quality of 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 Customer Data has been collected and is maintained in compliance with applicable Data Protection Laws.

7.2 You grant to Us and Our Affiliates a right; (i) to use, host, transmit, monitor, manage, replicate, access, store, and cache Customer Data in connection with performing our rights and obligations under the Agreement; and (ii) where necessary, to transfer Customer Data, to any third parties used by Us but only as required for the provision of the Services.

7.3 During the Subscription Term, You will be entitled to access and export (where available) Customer Data at any time. Export may be subject to technical limitations; in which case We will find a reasonable method for You to access Customer Data. Within 30 days of termination of an Order, We will delete or destroy Customer Data remaining on 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.

7.4 We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as further described at https://www.celonis.com/trust-center/. Those safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Data.

7.5 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. 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 Services, the Data Processing Agreement in Annex C shall apply.

7.6 For the purposes of this Section the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.

## 8. Use of Data for Cloud Service Development

We and Our Affiliates and sub-contractors and may collect data derived from Your use of the Cloud Services for development, benchmarking, and marketing, and for creating analyses. All such data is collected in an aggregated or anonymized form that does not, contain Customer Data or permit direct association with You, any specific User or other individual or third party.

## 9. Term and Termination of Subscription for Cause

9.1 Your Subscription commences on the effective date of the Order unless otherwise specified therein. 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 at least 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 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:

a. 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

b. 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 threatens 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 under this Agreement.

## 10. Limited Warranties

10.1 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 terms of the Agreement. Support Services will be rendered with due care, skill and ability, and in accordance with recognized standards of industry practice.

10.2 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. You acknowledge and are aware that, in accordance with the current state of technology, the Cloud Service can not be fully error-free, or operate entirely without interruption.

10.3 We do not warrant:

a. against 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;

b. against any Malware, 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; or

c. that the Cloud Service will achieve Your intended results, nor that the Cloud Service has been developed to meet Your individual requirements.

10.4 During the Subscription Term, if the Cloud Service does not conform with the warranty provided in Section 10.1, 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.

10.5 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.

10.6 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, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES 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.

10.7 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.

## 11. Intellectual Property Indemnity

11.1 Subject to Sections 11.3 and 11.4, 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.

11.2 Subject to Sections 11.3 and 11.4, 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.

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

a. provide Us with prompt written notice of the Infringement Claim;

b. 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;

c. permit Us to exclusively control the defence, negotiations and any settlement of the Infringement Claim;

d. provide Us with reasonable information and assistance for the Infringement Claim; and
e. use all commercially reasonable efforts to mitigate against any of Your losses, damages or costs related to the Infringement Claim.

11.4 We shall not be liable to You for Infringement Claims where the infringement is caused by:
a. unauthorized changes You have made or that have been made on Your behalf to the Services or output thereof;
b. Your use of the Services or output thereof outside the scope of the Agreement, Your Subscription, the applicable Order or the materials accompanying the Cloud Service.

11.5 This Section constitutes Your exclusive remedy and Our entire liability with respect to Infringement Claims.

## 12. Limitation of Liability

12.1 SUBJECT TO SECTION 12.4, OUR AGGREGATE LIABILITY TO YOU FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU UNDER OR IN CONNECTION WITH THE 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.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 12.4, IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, LOSS OF REVENUE, , OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), INCLUDING ANY FORCE MAJEURE EVENT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 WE BOTH ACKNOWLEDGE THAT THE FEES ARE BASED IN PART ON THE LIMITATIONS IN THIS SECTION.

12.4 THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO OUR IP INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THAT OF OUR OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

## 13. Confidentiality

13.1 Each party retains all rights in its Confidential Information. Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with performance of the Agreement and to use such Confidential Information only to perform the Agreement. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other party, each party: (a) shall take all those steps the receiving party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than those Representatives whose access is necessary to enable it to perform the Agreement and who are obliged to maintain confidentiality to a similar extent as provided herein. Each party will be responsible for its Representatives' compliance with the provisions of this Section.

13.2 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.

13.3 Section 13.1 shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) has become generally available to the public without a contractual breach by the receiving party; (d) at the time of disclosure, was known to the receiving party free of restriction; (e) the disclosing party has agreed in writing to be free of such restrictions; or (f) has to be disclosed pursuant to statutory law or court, administrative or governmental order. In such event, the receiving party shall inform the disclosing party of the applicable provision or order without undue delay, to the extent legally possible, in order to enable the disclosing party to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information.

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

## 14. Feedback

14.1 You may, at Your sole discretion, provide Your input regarding the Services, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services, products and/or services, or input as to whether You believe Our development

direction is consistent with Your own business and IT needs (collectively "Feedback"). We shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to You and/or Your Representatives.

14.2 You acknowledge that any information that We may disclose to You related to the Services, Our other products, services, business or technology plans, under an Order or otherwise, is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding on Us regarding any particular course of business, product strategy, and/or development.

## 15. General Provisions

15.1 **Sub-contracting**. Notwithstanding any further requirements provided in Annex C, 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.

15.2 **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.

15.3 **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.

15.4 **Governing Law**. The Agreement shall be governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, NY. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

15.5 **Amendments**. Any amendments or additions to the Agreement must be made in writing and executed by duly authorized representatives of both parties.

15.6 **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 for administrative convenience only and will not be binding on Us.

15.7 **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.

15.8 **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.

15.9 **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.

15.10 **Third Party Rights**. A person who is not a party to the Agreement 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 or that is expressly provided for under this Agreement.

15.11 **Notices**. Except as otherwise specified in the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) two business days after sending by e-mail. E-mails to Us shall be directed CFO/Legal at (cfo@celonis.com), and e-mails to You shall be addressed to the administrative contact designated in Your Order. Notices relating to an Infringement Claim under Section 11 must be sent by registered mail and email.

15.12 **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 15.

## Annex A
## Definitions

1. "**Affiliate**": any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity but only for so long as the control exists. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. "**Agreement**": the applicable Order and these Terms.
3. "**Authorized Reseller**": a reseller, distributor or other partner authorized by Celonis to sell Celonis products or services.
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 Cloud Service.
5. "**Celonis Schema**": shall have the meaning as set out in Section 5.6.
6. "**Cloud Service**": the Celonis software-as-a-service platform, the On-premise Component (if applicable), and the online supporting documents, as further described in the Documentation (excluding any links to third-party products or services contained in the Cloud Service).
7. "**Cloud Service Uptime**": has the meaning given in the Service Level Agreement.
8. "**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.
9. "**Customer Data**": the (i) data and information provided by You to Us and/or input, 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 Services, or (ii) data You collect and process through Your use of the Cloud Service. With regard to the Online Training Cloud, Customer Data shall mean Users' names, emails, and their participation in specific online trainings.
10. "**Customer Materials**": any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data.
11. **"Data Protection Laws"**: all laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Information including the EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR).
12. **"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/).
13. **"Fees"**: the fees payable by You for the Services as set out in an Order.
14. **"Force Majeure Event"**: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.
15. **"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.
16. **"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.

17. **"Malware"**: 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.
18. **"Metrics Definition"**: the then current document(s) made available by Us as "Celonis Definition license scope / subscription scope" on the Celonis website (under https://www.celonis.com/terms-and-conditions/) describing the then-currently available subscription metrics for the Cloud Service.
19. **"Online Training Cloud"**: the access to the online training courses We provide as described on the Celonis website (currently at https://www.celonis.com/training), in the Documentation or other information We may provide. If You are purchasing Online Training Cloud in an Order, references in Agreement to "Cloud Service" shall be deemed to refer to "Online Training Cloud".
20. **"On-premise Component"**: on-premise software that may be provided with, and that operates in conjunction with, the Cloud Service. When made available, On-premise Component 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 On-premise Component.
21. **"Order"**: a written document executed by 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. An "Order" also refers to the executed ordering document between You and an Authorized Reseller that incorporates or references these Terms as governing your receipt and use of the Celonis products and/or services referenced therein (though in such case, the Order may not alter or supplement the Terms without Our express written approval).
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 Cloud Service which may include installation and implementation services for the 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, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
25. **"Renewal Term"**: has the meaning set out in Section 9.1.
26. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
27. **"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 (under https://www.celonis.com/terms-and-conditions/).
28. **"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 the Online Training Cloud.
29. **"Subscription"**: the subscriptions You purchase under an Order for Your use of and access to the Cloud Service in accordance with the Agreement.
30. "**Subscription Fees**": the Fees payable for access to the Cloud Service as set out in an Order.
31. **"Subscription Term"**: the Initial Subscription Term and any subsequent Renewal Terms.
32. **"Support Services"**: the support services, as described in the Support Services Description, that We provide to You in respect of the Cloud Service.
33. "**Support Services Description"**: the then-current documents describing in more detail the Support Services and made available by Us on the Celonis website (under https://www.celonis.com/terms-and-conditions/).
34. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes assessable by any jurisdiction whatsoever based on the applicable Order Form.
35. **"Terms"**: this Celonis Master Services Agreement.
36. **"Territory"**: the country of Your registered business seat as defined in the Order and the European Economic Area.
37. **"User"**: those employees, agents and independent contractors of Yours or Your Affiliates who are authorized by You to access and use the Cloud Service in accordance with the Agreement, and to whom You have supplied a user identification and password (if applicable).

38. **"We," "Us", "Our" or "Celonis"**: Celonis, Inc., 119 W 40th St., 16th Floor, New York, NY 10018
39. "**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 to Our provision of such Professional Services.

### 1. Our Obligations

1.1 We shall provide Professional Services as described in each Order. We shall determine the manner and means of performing and providing the Professional Services and shall use commercially reasonable efforts to provide the Professional Services in accordance with any agreed or estimated time schedules set forth in the applicable Order. Any estimates in an Order are for informational purposes only and may change depending on the requirements of the project.

1.2 Unless explicitly agreed otherwise in an Order, Our Professional Services are provided as consultancy and advisory services only, e.g. implementation and configuration support relating to Our Cloud Service, 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 of such change.

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 in the event Professional Services are provided on Your premises, provide Us with safe and adequate space, power, network connections, materials, CPU time, access to hardware, software and other equipment and information, and assistance from qualified personnel familiar with Your hardware, software, other equipment and information as We reasonably request for the performance of the Professional Services;

2.3.3 provide Us in a timely manner such Customer Materials and access 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 You acknowledge that Our ability to successfully provide the Professional Services in a timely manner is contingent upon Our receipt from You of the materials, information, and assistance requested. We shall have no liability for delays or deficiencies in the Professional Services resulting from any act or omission of You or Your agents, sub-contractors or employees.

### 3. Change Process

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

### 4. Proprietary Rights

All Intellectual Property Rights in the Cloud Service, Celonis Materials, Services are owned by and shall remain the sole and exclusive property of Celonis or its licensors. We have, and may in the course of performing Professional Services hereunder, develop certain general ideas, concepts, know-how, methods, techniques, processes and skills pertaining to the Cloud Service and Celonis Materials ("Residual Knowledge"). We shall not be prohibited or enjoined from using Residual Knowledge, other than Customer Materials and Customer Confidential Information, for any purpose, including providing services to other customers. For avoidance of doubt, all Customer Materials are owned by You and shall remain Your sole and exclusive property.

## 5. Professional Services Fees

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 for on-site Professional Services as 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 all Professional Services under such Order have been provided, unless terminated sooner in accordance with these Terms.

6.2 Unless otherwise stated in an Order, each Order for Professional Services 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 in accordance with industry standards.

7.2 In the event of a breach of a warranty under Sections 7.1 of this Annex B, and if You notify Us in writing within 30 (thirty) days of completion of the Professional Services of the alleged warranty breach and provide Us with a precise description of the problem and all relevant information reasonably necessary for Us to rectify such warranty breach, We shall, at Our option and expense, either:

7.2.1 re-perform the applicable Professional Services so that they conform to the warranty; or

7.2.2 refund the Fee paid in respect of the non-conforming Professional Services.

7.3 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. We expressly disclaims all other warranties, express, implied or statutory, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement, and any implied warranties arising out of course of performance or course of dealing, except to the extent that any warranties implied by law cannot be validly waived and We do not warrant that the Professional Services will meet Your requirements.

## 8. Limitation of Liability

Subject to Section 12.4 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 12 of the main body of the Terms shall also apply to the provision of Professional Services, with the exception of Section 12.1.

## Annex C

## Data Processing Agreement

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

### 1. Processing of Personal Data

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

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

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

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

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

### 2. Data Security

2.1. We shall implement technical and organizational measures and safeguards that ensure the adequate protection of Customer Data, confidentiality, integrity, availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, as further specified at https://www.celonis.com/trust-center/. It shall be Your responsibility to familiarize Yourself with these measures and to assess whether they ensure a level of security appropriate to the risk.

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

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

### 3. Incident Management

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

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

### 4. Our Obligations

4.1. We shall notify You for any issues related to data protection arising out of or in connection with the Agreement. The Exhibit provides for a list of the initially designated persons.

4.2. We shall correct or erase Customer Data if instructed by You and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, We shall, based on Your instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all data or return the same to You.

4.3. In specific cases designated by You, such Customer Data shall be stored or handed over. The associated cost for doing so and protective measures to put in place shall be agreed upon separately, unless already agreed upon in the Agreement.

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

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

## 5. Your Obligations

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

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

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

## 6. Data Subjects Rights

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

6.2. We shall support You, insofar as is agreed upon by the parties, and where possible for Us, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.

## 7. Options for Documentation

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

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

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

7.4. Where a data protection or other applicable supervisory authority conducts an audit, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality agreement shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

## 8. Sub-processing

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

8.2. You hereby consent to Our use of the sub-processors listed in Exhibit 1 to this DPA in connection with the performance of the Agreement. We shall, prior to the use of further sub-processors, obtain Your prior approval, such approval not to be withheld except for important reasons related to compliance with Data Protection Laws. In such case, We or the respective sub-processor will enter into a written agreement with each sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such sub-processor.

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

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

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

9.1. Where Customer Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Our control, We shall notify You of such action without undue delay. We shall, without undue delay, notify all pertinent parties in such action, that any Customer Data affected thereby is Your sole property and area of responsibility, that Customer Data is at Your sole disposition, and that You are the responsible body under the GDPR.

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

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

9.4. This DPA is subject to Section 15.4 of the Agreement and the parties submit to the exclusive jurisdiction referenced in that Sectionfor any disputes arising out of or in connection with this DPA.

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

## 11. International Transfers

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

11.2. The unmodified EU Standard Contractual Clauses (the "SCCs") set forth in Exhibit 2 of this DPA shall apply to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws.

11.3. Where required to ensure an adequate level of data protection, You herewith grant Us authority to enter into "controller-to-processor" agreements with Our non-EEA sub-processors in Your name and on Your behalf. These agreements must be based on unmodified EU Standard Contractual Clauses or other templates or mechanisms approved by the EU Commission for ensuring an adequate level of data protection between You and Our sub-processors within the meaning of applicable Data Protection Laws. Upon Your request, We shall provide You with a copy of the respective documentation entered into with Our sub-processor in this regard.

## 12. TERMS FOR THE SCCs

12.1. The SCCs and the additional terms specified in this Section apply to (i) a customer which is subject to the Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom and, (ii) its Authorized Affiliates. For the purpose of the SCCs and this Section, the aforementioned entities shall be deemed "data exporters".

12.2. This DPA and the Agreement are Your complete and final documented instructions at the time of signature of the Agreement to Us for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the SCCs, the following is deemed an instruction by You to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order(s); (b) Processing initiated by Users in their use of the Services and (c) Processing to comply with other reasonable documented instructions provided by You (e.g., via email) where such instructions are consistent with the terms of the Agreement.

12.3. Pursuant to Clause 5(h) of the SCCs, You acknowledge and expressly agree that (a) Our Affiliates may be retained as Sub-processors; and (b) Us and Our Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. We shall make available to You the current list of Sub-processors.

12.4. Pursuant to Clause 5(h) of the SCCs, You acknowledge and expressly agrees that We may engage new Sub-processors as described in Section 8 of the DPA.

12.5. The parties agree that the copies of the Sub-processor agreements that must be provided by Us to You pursuant to Clause 5(j) of the SCCs may have all commercial information, or clauses unrelated to the SCCs, removed by Us beforehand; and, that such copies will be provided by Us, in a manner to be determined in Our discretion, only upon request.

12.6. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the SCCs shall be carried out in accordance with the following specifications:

12.7. Upon Your request, and subject to the confidentiality obligations set forth in the Agreement, We shall make available to You or Your independent, third-party auditor information regarding the Our compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Celonis Trust Center Documentation. You may contact isms@celonis.com to request an on-site audit of the procedures relevant to the protection of Personal Data. You shall reimburse Us for any time expended for any such on-site audit at the Our then-current Professional Services rates. Before the commencement of any such on-site audit, the parties shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which You shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Us. You shall promptly notify Us with information regarding any non-compliance discovered during the course of an audit.

12.8. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the SCCs shall be provided to You only upon Your request.

12.9. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the SCCs) and the SCCs, the SCCs shall prevail.

## 13. California Privacy Rights

13.1. We acknowledge that You and/or Your Affiliates may be obligated to impose on Us certain responsibilities regarding the processing of personal information, in accordance with the California Consumer Privacy Act of 2018 ("CCPA").

13.2. To the extent You provide Us any "personal information" (as defined under the CCPA) to process in providing the Services, We agree to protect the personal information as detailed in this Agreement, except as applicable law may otherwise require.

13.3. We will not retain, use, collect, or disclose the personal information for any purpose except for performing the Services; (b) for any "commercial purpose" other than performing the Services; or (c) outside the direct business relationship between Us.

13.4. We will not "sell" (as defined under the CCPA) any personal information.

13.5. We shall without undue delay notify You of requests from individuals whose data is included in the personal information and shall assist You in responding to such requests.

13.6. The obligations herein shall survive for as long as We hold or process personal information.

## Exhibit 1 – Purpose and Scope of Data Processing
## (as per the specifications in an Order, which may be in addition to the below)

### 1. Scope of data processing

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

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

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

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

### 2. Procedures of data processing

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

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

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

**Professional Services**: During the course of providing Professional Services for implementation, configuration or evaluation of the Cloud Services, Our personnel may have access to Customer Data containing Personal Data.

### 3. Purpose of data processing

**Cloud Service**: The Cloud Service provides the tools to analyze processes based on data from IT systems of the Controller. Personal Data is primarily used to provide the affected person with information (e.g. the person would like to receive scheduled reports). If Personal Data is used for process analysis in which case usernames will be pseudonymized.

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

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

**Professional Service**: Implementation, configuration and evaluation projects regarding the Cloud Service.

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

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

Further data or categories of data (please specify):

### 5. Data subjects

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

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

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

### 8. Permitted Sub-processors

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

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

| | |
|---|---|
| Celonis K.K., Japan<br>Celonis Ltd., United Kingdom<br>Celonis SE, Germany<br>Celonis Canada Ltd., Canada<br>Celonis S.L., Spain<br>Celonis AB, Sweden<br>Celonis CH, Switzerland<br>Celonis SAS, France<br>Celonis ApS, Denmark<br>Celonis BRA iG, Brazil<br>Celonis L.L.C., Kosovo | |

Exhibit 2– STANDARD CONTRACTUAL CLAUSES (Controller to Processor)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address: …

Tel. …; fax …; e-mail: …

Other information needed to identify the organisation:

(the data **exporter**)

And

Name of the data importing organisation:

Address: …

Tel. …; fax …; e-mail: …

Other information needed to identify the organization:

(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

***Clause 1*Definitions**

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

***Clause 2*** **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

***Clause 3*** **Third-party beneficiary clause**

1.The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4.The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

***Clause 4*** **Obligations of the data exporter**

The data exporter agrees and warrants:

(a)that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss,

alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

***Clause 5*** **Obligations of the data importer**

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

ii. any accidental or unauthorised access; and

iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

***Clause 6*** **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

***Clause 7*** **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

***Clause 8*** **Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

***Clause 9*** **Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely …

***Clause 10*** **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

***Clause 11*** **Sub-processing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

***Clause 12*** **Obligation after the termination of personal data-processing services**

1.The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full): …

Position: …

Address: …

Other information necessary in order for the contract to be binding (if any):

**Customer's Stamp**

**Customer's binding signature:**

**On behalf of the data importer:**

Name: Wolfgang Döring

Position: General Counsel

Address: c/o Celonis SE, Theresienstr. 6, 80333 Munich, Germany

**Appendix 1**

**to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

...

...

**Data importer**

The data importer is acting as a subprocessor of Celonis SE or one of its affiliated legal entities (each the "**Celonis Contracting Entity**"), which is providing the data exporter with a cloud software solution in the field of process mining.

In this respect, the data importer's personnel will operate the cloud infrastructure remotely in particular to cover 24/7 operations, handle support questions of employees of data exporter on behalf of the respective Celonis Contracting Entity and insofar may have access to personal data related to the data importer's instance of the cloud services and create and process support ticket data. Where explicitly requested by data exporter's personnel, data importer may "shadow" users and therefore see contents of the data exporter's analysed source system data.

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Employees of the data exporter, customers or suppliers of data exporter. Further data subjects or categories of subjects may be agreed by the parties.

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

Name, user name /ID, log and protocol data, business contact information such as telephone and e-mail and address data.

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

Not applicable

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

Provision of support services, ticketing of support requests, "shadowing" of users upon their explicit request, administration services related to cloud service hosting and operation

DATA EXPORTER

Name: ...

Authorised Signature ...

DATA IMPORTER

Name: Wolfgang Döring

Authorised Signature:

**Appendix 2 - to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):**

1. Confidentiality

1.1 Entry control

☒ Locked building

☒ Locked offices

☒ Mechanical security locking system

☒ Documented key issuance

☒ Secure areas only accessible for employees with Key Card

☒ Locked server rooms with entry control

☒ Locked server cabinets

☒ Electronic entry control

☒ Daily security service for offices and building

☒ Monitoring of all visitors during their stay in the office

1.2. Access control

☒ Personalized user

☒ Password convention with a complex password and a minimum number of characters

☒ Central authentication with a user name and password

☒ Access blocked after too many incorrect password entries

☒ Encrypted notebooks

☒ A secure line connection for external access

☒ Use of an up-to-date firewall

1.3 Usage control

☒ Role-based authorization process

☒ Application-specific authentication with user name and password

☒ Logging user usage

☒ Encryption of mobile data media

☒ Allocation of authorizations only after approval by the data owner

☒ Protected storage of data media

☒ Destruction of paper documents in compliance with data protection law

☒ Administrative users are kept to a minimum and documented.

1.4 Pseudonymization

☒ Pseudonymization takes place immediately upon request by the client.

1.5 Separation control

☒ Client separation within the data processing system

☒ Separation of productive and test systems

2. Integrity

2.1 Transmission control

☒ VPN connections

☒ The use of private storage media is prohibited

☒ Special protection when physically transporting data media

2.2 Input control

☒ Traceability when assigning, changing and deleting user authorizations

2.3 Contractual order control

☒ Documentation of processing activities

☒ Careful selection of processors

☒ No use of processors who have not entered into agreement pursuant to Article 28 GDPR

☒ Written agreement with the processor on the data protection minimum standard

☒ Appropriate monitoring of the processor

☒ Assuring compliant destruction or return of the data upon completion of the assignment

3. Availability and reliability

☒ Routine documented patch management for end servers

☒ Routine documented patch management for end devices

☒ Downloading security-critical patches within 72 hours

☒ Data storage on storage system

☒ Uninterrupted power supply

☒ Early fire detection

4. Procedure for routine review, assessment, and evaluation

☒ Appointment of a data protection officer

☒ Routine documented training of employees involved in data processing

☒ Routine auditing of the procedures

☒ Routine review of the latest technical standards pursuant to Article 32 GDPR