



Professional Services Agreement

1. Definitions

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

2. Structure and Scope

These Terms, together with any accepted Order between You and Us, comprise the Agreement between You and Us. When You would like to purchase Services from Us, we will discuss Your requirements and We will issue you with a draft Order setting out the scope of the Services. By signing the Order (manually or electronically) which references these Terms, You accept the Order and agree to be bound by the Agreement. We will provide you the Services as set out in the applicable accepted Order.

3. Our Obligations

3.1 We shall provide Services using knowledgeable, educated and suitably qualified personnel and in accordance with adequate standards of care, as prescribed by accepted industry standards.

3.2 Any Work Results specified in writing as such **in the** relevant **Order** shall be delivered **in** accordance with agreed specifications and timelines. Where no such specification and/or timeline **are** agreed Work Results shall be delivered with adequate quality and within a reasonable period of time.

3.3 Except where Professional **Services are** explicitly designated **as** works **services** (*Werkleistungen*), they shall be delivered as professional services (*Dienstleistungen*). This shall apply also in the event that a Work Result or a success have been agreed, in particular in respect of **implementation and configuration support relating to Our** Cloud Service.

4. Your Obligations

4.1 Where specified in an Order, You will appoint a Project Manager, who will coordinate Your activities related to the Services. You will ensure that the same person acts as Project Manager for the duration of the applicable Services engagement; but if You need to change the Project Manager You must notify Us in writing in advance of such change.

4.2 You shall:

- a cooperate with Us on any matters relating to the Services as set out in the Order and provide Us with prompt feedback to Our requests;
- b in the event 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 Services;
- c provide Us in a timely manner such Customer Materials and access as We may request in connection with the provision of the Services; and
- d ensure that the Customer Materials are correct in all material respects, do not infringe any Proprietary Rights of any third party and do not breach any applicable law or regulation or any term of the Agreement.

4.3 If Our performance of Our obligations under an Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, We are not liable to You for any costs, charges or losses which may be sustained or incurred by You as a result of such delay or Our inability to perform the Professional Services. Our time of performance shall be enlarged, if and to the extent reasonably necessary due to such acts or delays by You. Without prejudice to Our other rights or remedies, We will notify You of the estimated impact of any such delays on any performance schedule and fees.

4.4 Acceptance

- a In view of any Work Results agreed as such, We may require You to provide Us with a declaration of acceptance. You shall accept any Work Results without undue delay and in accordance with this Section 4.4.
- b Where an Order comprises of more than one Work Result which can be used independent of each other, separate acceptance testing shall be performed for each Work Result.

- c Where an Order specifies partial Work Results (*Teilwerke*), We can require You to perform a partial acceptance test. Subsequent partial acceptance tests are performed only in view of any partial Work Results which are provided at such later stage, and in order to verify the joint functioning of all provided partial Work Results.
- d You shall perform the acceptance test with a period of ten (10) business days and will either declare acceptance or provide Us with information relating to any detected defects, including a description of the defect and information as to the symptoms caused by the defect. If You fail to provide Us with Your notification within such timeline or are using the Work Results without any reservation, the Work Result shall be deemed accepted. You may not withhold acceptance on the basis of non-material defects. Productive use of Work Results shall constitute acceptance of the relevant (partial) Work Result.
- e We shall remedy any defects notified to Us in accordance with Section 4.4 lit. d within a reasonable period, taking into account the gravity of the defect. You shall verify Our remediation of the defect within five (5) business days after having been notified that the defect has been remedied. Section 4.4 lit. d shall otherwise apply accordingly.

5. Change Process

5.1 If either party requests a change to the scope or execution of the Services (“Change Request”), We shall, within a reasonable time, provide a written estimate to You of (i) the likely time required to implement the Change Request; (ii) any variations to Our Fees arising from the change; (iii) the likely effect of the change on the applicable Order; and (iv) any other impact of the change on these Terms.

5.2 The change shall not take effect until We have agreed with You an amendment to the Order in accordance with this Section to incorporate the necessary variations to the Fees, the applicable Order and any other relevant Sections of these Terms to take account of the change (“**Change Order**”). If no Change Order is agreed no changes to the scope of the Services will occur and the Services will be performed in accordance with the description of Services applying on the date on which the Change Request was requested.

6. Fees

6.1 We will provide all 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 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 Services as set out in the Order.

6.2 You shall pay all invoices without setoff, in full and cleared funds, within 30 days of the date of the invoice. You shall have the right to set-off claims against Our claims only where Your claims are undisputed by Us or have been finally decided upon.

6.3 Once the due date for the respective Subscription Fees has passed, We can claim default interest at the statutory rate. Without prejudice to any other rights We may have, if We have not received payment for any overdue invoices, We may suspend the Services until all payments due have been made in full.

6.4 The 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.

7. Intellectual Property Rights

7.1 All Intellectual Property Rights in the Celonis Materials and Celonis Work Results are owned by Us and shall remain the sole and exclusive property of Celonis SE or its licensors. You are granted only the non-exclusive use rights explicitly provided in these Terms.

7.2 Unless otherwise agreed to in writing in an Order, upon full payment of the Fees in respect of the Services, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Work Results for Your and Your Affiliates’ own internal business purposes. Only to the extent required to use the Work Results as per the applicable Order, We grant You a non-exclusive, non-transferable, perpetual, royalty-free license to use the Celonis Materials. The rights of use granted in this Agreement shall automatically terminate upon termination or expiry of the last, potentially separate Order for Cloud Services.

7.3 All Intellectual Property Rights in Customer Materials are owned by You and will remain with You or Your licensors. You hereby grant (or shall procure that the owner of the Intellectual Property Rights therein shall grant) to Us a non-exclusive, non-

transferable, worldwide and royalty-free licence to use the Customer Materials free of charge for the term of the applicable Order, to permit Us to perform Our obligations under such Order.

Nothing in the Agreement shall be construed so as to prevent Us from using techniques, ideas and other know-how gained during the performance of an Order in the furtherance of Our own business to the extent that such use does not result in a disclosure of Confidential Information in breach of Section 12 or any infringement of Your or Your licensors' Intellectual Property Rights.

8. Data Protection

- 8.1 To the extent We have access to any Customer Data in the provision of the Services, 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.
- 8.2 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. To the extent that We process any such Personal Data in the provision of the Services, the Data Processing Agreement in Annex B shall apply.
- 8.3 In the event of third party legal proceedings relating to the Customer Data, We will, at your expense, cooperate with You and comply with applicable laws with respect to handling of the Customer Data.

9. Term and Termination

- 9.1 Each Order for Services shall take effect on the Order date and remain in effect until any agreed end date specified in the Order or until all Services under such Order have been provided, unless terminated sooner in accordance with these Terms.
- 9.2 Unless otherwise stated in an Order, each Order for Services may be terminated for convenience by either Party by providing thirty (30) days' prior written notice to the other Party.
- 9.3 Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order 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 threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 9.4 In the event We terminate an Order pursuant to Section 9.3 or You terminate an Order for convenience in accordance with Section 9.2 any prepaid Service Fees (in whatever form including without limitation in the form of allotments/contingents) shall be non-refundable and We shall be under no obligation to refund to You any such prepaid Service Fees even where as at the date of termination You have not yet called off all Services
- 9.5 Termination of any Order shall have no effect on any other Order under this Agreement.
- 9.6 On termination of an Order or this Agreement for any reason: (i) each party shall immediately return to the other all papers, materials, Confidential Information and other properties of the other held by it in connection with the performance of the Services; (ii) You shall promptly pay Us for all Services provided and Fees and expenses due up to the date of termination; and (iii) neither party shall have any further right or obligation with respect to the other except as set out in this Section and in such Sections of the Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement .

10. Limited Warranties

- 10.1 Where We fail to provide Services which are deemed professional services (*Dienstleistungen*) within the meaning of applicable law in accordance with Section 3, We shall cure such failure within a reasonable period of time, provided You have informed Us thereof in writing without undue delay, but in no event later than two (2) weeks following Our provision of the affected Service. Damage claims and claims for reimbursement of vain expenditures shall be subject to the limitations set out in Section 11. All further claims, including claims for damages and for reimbursement of vain expenditures, regardless of their legal basis, shall be excluded.

10.2 To the extent Our Services consist of works services (*Werkleistungen*) within the meaning of applicable law, the following shall apply:

- a We warrant in accordance with the provisions of Section 10.2 that Our Professional Services shall materially conform with all specifications explicitly agreed in the applicable Order, and that no third-party rights shall affect Our grant of the agreed usage rights. Where no specifications are agreed, We warrant that the Work Results shall be suitable for the contractually agreed usage, and otherwise are suitable for their common usage, and consist of a quality which can commonly be expected for work results of the relevant type.
- b You shall inform Us of any defect in writing without undue delay, precisely specifying the exact problem and all providing information which is reasonably necessary in view of Our remediation of the defect.
- c In the event of a breach of a warranty, We shall, at Our option and expense, either re-perform (*Nacherfüllung*) the affected Service and provide You with a new, defect-free version of the Work Product, or by remediating the defect. Remediation of a defect may also be accomplished by providing You with a reasonable work-around from the effects of the defect. In the event of proven defects in title, Our re-performance may be performed either by providing You with the agreed rights of use in view of the Work Product or, at Our choice, in an alternative exchange or replacement Work Product which still materially complies with the agreed specifications. You shall accept such new version of the Work Product if and to the extent the contractually agreed specifications are complied with, and always provided this is not unreasonable for You. The urgency of Our remediation shall be dependent on the effects of the defect in view of Your use. The other provisions of this Agreement, in particular Section 4, shall apply accordingly.
- d If We cannot reasonably repair or replace the affected Work Product after expiry of a reasonable grace period provided by You in writing, You may terminate the Order or reduce the Fees accordingly (*Minderung*). We shall be responsible for damage claims and claims for vain expenditures (*vergebliche Aufwendungen*) in view of Our breach of warranty subject to the limitation of liability in Section 11. All further claims, including claims for damages and for reimbursement of expenditures, regardless of their legal basis, shall be excluded.
- e The period of limitation for claims pursuant to Sections 10.2 lit. a to 10.2 lit. c shall be one (1) year and commences on the date of acceptance of the respective Work Product. This also applies to claims resulting from termination or Fee reduction in accordance with Section 10.2 d. The abbreviation of the statute of limitation shall not apply in cases of wilful misconduct or gross negligence on Our part, in the event of wilful concealment of defects, personal damages or in view of defects of title pursuant to Section 438 para. 1 lit. 1 a of the German Civil Code (*Bürgerliches Gesetzbuch*).
- f The period of limitation in respect of remediation services, work-arounds and new deliveries provided as part of Our re-performance shall also be completed at the point in time described in Section 10.2 lit. e above. As long as We are, in agreement with You, verifying the existence of a defect or providing re-performance activities, the period of limitation shall be inhibited (*Hemmung*) until We inform You of the result of Our verification, declare re-performance to be completed or reject further re-performance activities. The period of limitation shall not be completed earlier than three (3) months after the end of its inhibition.
- g Where We are providing Services in view of the search for or the remediation of defects without being legally obliged to do so, We shall be entitled to a compensation. This particularly applies if a notified defect remains unproven or cannot be connected to Our performance, or where the Work Results are not used in accordance with the Agreement.

10.3 Warranty claims asserted by You under this Agreement shall have no effect on any other Orders or other contracts that are in place between You and Us.

11. Limitation of Liability

11.1 Our aggregate liability to you for or in respect of any damages and vain expenditures (*vergebliche Aufwendungen*) under or in connection with the Agreement regardless of its legal basis shall be limited as follows

- a We shall be liable without limitation in the event of wilful misconduct, gross negligence (*grobe Fahrlässigkeit*) and negligently or wilfully caused damages relating to death or personal injury or in the case of liability pursuant to the Product Liability Act (*Produkthaftungsgesetz*);
- b Unless stated otherwise in Section 11.1 lit. a, in cases of simple negligence (*einfache Fahrlässigkeit*), We shall only be liable for the breach of so-called cardinal obligations (i.e. obligations which are essential to the performance of the Agreement and which You may reasonably rely upon). In such cases, Our aggregate liability to You for or in respect of any loss or damage suffered by You over a period of twelve (12) months under or in connection with the affected Order shall be limited to the total amount of Fees You paid to Us under the affected Order within these twelve (12) months, however not

to fall short of Euro 100,000. For the purposes of clarification, the remainder of Section 11 of the main body of the Terms shall also apply to the provision of Professional Services, except stated otherwise in this Section 11.

- 11.2 We shall not be precluded from claiming contributory negligence.
- 11.3 All contractual and non-contractual claims for damages or vain expenditures against Us shall be time-barred after a period of one (1) year. The period of limitation shall commence in accordance with Section 199 (1) German Civil Code. The period of limitation shall, at the latest, be deemed completed five (5) years after the claim arose. Sentences 1 to 3 of this Section **Error! Reference source not found.** shall not apply in the case of wilful misconduct, gross negligence or in view of personal damages under the Product Liability Act.
- 11.4 We are not liable for cases, where We are wholly or partially hindered to fulfil Our obligations due to Force Majeure Events.
- 11.5 In the event of any loss or damage to Customer Data, your sole and exclusive remedy shall be for Us to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us in accordance with the applicable archiving procedures.

12. Confidentiality

- 12.1 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.
- 12.2 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.
- 12.3 Section 12.1 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.
- 12.4 Upon request, the receiving party shall destroy or return to the disclosing party all materials containing any of the Confidential Information and any copies or derivatives prepared therefrom. However, this obligation to return or destroy Confidential Information shall not apply to copies of electronically-exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving party according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall remain subject to the confidentiality obligations under this Agreement.
- 12.5 The obligations in this Section shall, with respect to each disclosure of Confidential Information, apply for a period of 5 (five) years from its first disclosure of the Confidential Information, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law.

13. Feedback

- 13.1 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.

13.2 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.

14. General Provisions

14.1 **Sub-contracting**. We may subcontract all or part of the Services to a qualified third party. We may also at any time involve any of Our Affiliates and successors in business as sub-contractors under this Agreement. In such event, We will be liable for any such sub-contractors used in the performance of Our obligations under the Agreement.

14.2 **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. Section 354a German Commercial Code (*Handelsgesetzbuch*) shall remain unaffected.

14.3 **Governing Law**. This Agreement shall be governed by the laws of Germany, without giving effect to its rules regarding conflicts of laws, other than such principals directing application of German law. The parties submit to the exclusive jurisdiction of the courts in Munich, Germany. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

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

14.5 **Entire Agreement**. These Terms, together with any Order between You and Us, 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 between You and Us, 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.

14.6 **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.

14.7 **Export Control and Compliance with Laws**. The Services are subject to the export control laws of various countries, including without limit the laws of the United States and Germany ("Export Laws"). 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, will not, and will not allow any third party to, export, re-export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws. You are also responsible for complying with all applicable laws and regulations in the jurisdictions where You operate.

14.8 **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.

14.9 **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: 8 to 14.

Annex A Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us, as the case may be, 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.
2. **"Agreement"**: these Terms and any Order between You and Us.
3. **"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 under this Agreement, but at all times excluding the Cloud Service.
4. **"Celonis Products"**: the Celonis standard cloud services, software, or any other products or services which may be provided to You under a separate agreement(s) with Us or with one of Our resellers.
5. **"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, including Customer Data.
6. **"Customer Data"**: the data and information provided by You to Us and/or inputted, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose facilitating the Services.
7. **"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.
8. **"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 Data including the EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR)).
9. **"DPA" has the meaning as set out in Preamble of Annex B.**
10. **"Employment Liabilities"**: includes all liabilities (including pension liabilities) connected with or arising from the employment of employees or the use or engagement of temporary, agency or other individual or contract workers and their health and safety at work including any requirement to inform or consult such individuals or their representatives.
11. **"Fees"**: the fees payable by You for the Services as set out in an Order.
12. **"Feedback"**: has the meaning as set out in Section 13.1.
13. **"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 Data including the EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR)).
14. **"Force Majeure Event"**: acts, events, omissions or accidents beyond a party's 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, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
15. **"Order"**: an order, statement of work or similar document agreed by the parties for the Services and which may further specify time and materials and Fees for the Services to be provided by Us to You and forms part of the Agreement.

16. **"Personal Data"**: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
17. **"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 Proprietary Rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
18. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
19. **"Services"**: the consulting and/or professional services related to the Celonis Products which may include installation and implementation services for Celonis Products, provided by Us to You as described in the applicable Order.
20. **"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.
21. **"Terms"**: this Celonis Professional Services Agreement.
22. **"We," "Us," "Our" or "Celonis"** : the Celonis entity entering into the applicable Order with You.
23. **"You" or "Your"**: the company or other legal entity that enters into the applicable Order with Celonis.

Annex B
Data Processing Agreement

This Data Processing Agreement including its Exhibits (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 Exhibits 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 by upload of source data into the Cloud Service or otherwise.

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, e.g. DIN ISO/IEC 27001:2015. All Our certificates are 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. Our Obligations

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. 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.

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

3.4. 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.

4. Your Obligations

- 4.1. 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.
- 4.2. 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.
- 4.3. You shall notify Our point of contact listed in Exhibit 1 for any issues related to data protection arising out of or in connection with the Agreement.

5. Data Subjects Rights

- 5.1. 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. Notwithstanding the foregoing, if Your employee submits a data subject request in relation to Online Training Cloud, You agree that we can fulfill such request without Your further approval.
- 5.2. 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.

6. Options for Documentation

- 6.1. We shall document and, upon request, provide such documentation of Our compliance with the obligations agreed upon in this DPA by appropriate measures.
- 6.2. 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.
- 6.3. 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.

7. Sub-processing

- 7.1. We shall not sub-process any of Our obligations under this Agreement except as set forth in this DPA.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

8. Obligations to Inform, Mandatory Written Form, Choice of Law

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

8.4. This DPA is subject to the laws of the Member State in which the Controller is established (provided this is within the EEA, Switzerland or the United Kingdom), and for all other cases subject to the laws applicable pursuant to Section 14.3 of the Agreement and the parties submit to the exclusive jurisdiction of those courts for any disputes arising out of or in connection with this DPA.

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

10. International Transfers

10.1. 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.

10.2. 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.

10.3. 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.

11. TERMS FOR THE SCCs

11.1. 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".

11.2. 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 e-mail) where such instructions are consistent with the terms of the Agreement.

11.3. 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.

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

11.5. 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.

11.6. 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:

11.7. 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.

11.8. 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.

11.9. 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.

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

Hosting of Celonis Software in the context of providing evaluation services (“Proof of Values” or “POVs”):

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

Training Services: 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”) or under a Services assignment, including for a POV.

2. Procedures of data processing

Hosting: The Processor provides the functionalities of the Celonis Software including the data sets uploaded and processed by Controller in a third-party data center and processes these for the purposes of a POV.

Training Services: Exchange of contact details and storage in Processor’s contact database.

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

Hosting: The Celonis Software provided during a POV on a cloud instance 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.

Training: Execution and administration of training Services.

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

4. Categories of data which are processed under the instructions of the Controller

User account related data. Depending on individual use case, processed personal data may also include, without limitation, names, identification numbers, business addresses, communication data (e.g. phone, cellphone, e-mail), process log data, usernames from the Controller’s IT / ERP system.

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 : security-incident@celonis.com.

8. Contact for the Controller: To be provided by Controller via email to Processor at above address.

9. Permitted Sub-processors

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

Sub-processor name and processing location (as applicable)	Description of processing
Amazon Web Services Inc., Seattle, United States <ul style="list-style-type: none"> • Hosting location for Customers in the United States and Canada: North Virginia, United States • Hosting location for all other Customers: Frankfurt, Germany 	Hosting of Cloud Service and processing of data provided by the Controller
Microsoft Corporation, Redmond (WA), United States <ul style="list-style-type: none"> • Hosting location for Customers in the United States and Canada: Washington, United States • Hosting location for Customers in Japan: Tokyo, Saitama, Japan • Hosting location for all other Customers: Frankfurt, Germany 	Hosting of Cloud Service and processing of data provided by the Controller
Our Affiliates (as applicable): Celonis SE, Germany Celonis, Inc., United States Celonis AB, Sweden Celonis ApS, Denmark Celonis B.V., The Netherlands	Support of the Services through personnel of such Affiliate.

Celonis Canada Ltd., Canada Celonis K.K., Japan Celonis L.L.C., Kosovo Celonis Ltd., United Kingdom Celonis SAS, France Celonis Schweiz GmbH, Switzerland	
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Celonis S.L., Spain Celonis Srl, Italy Integromat s.r.o., Czech Republic	
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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 or 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 services related to the Celonis 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

DATA EXPORTER

Name: ...

Authorised Signature ...

DATA IMPORTER

Name: Wolfgang Döring

Authorised Signature: