

General Terms for Celonis Software Subscriptions – Celonis SE

1. Definitions

All definitions used in this Agreement have the meaning set out in **Annex A**.

2. Agreement, Acceptance and Scope

2.1 These Terms and an accepted Order are the Agreement between You and Us. The Agreement governs your access to and use of the Software and Support Services.

2.2 By signing an Order (manually or electronically) offered by Us which references these Terms, You accept the Order and agree to be bound by the Agreement. We shall make the Software available to You as a Subscription in accordance with the applicable Order. These Terms do not apply in respect of any additional services such as any installation, integration, parametrization and/or adaption or professional services related to the Software.

3. Delivery

3.1 Upon Your acceptance of an Order, We shall make available to You the Software for download by the Order Date; and this shall be the date the Software is deemed delivered to You ("**Delivery Date**").

3.2 In respect of new Releases, delivery shall be deemed completed on the date We make the applicable new Release available to You by download.

3.3 In the event of changes to the rights granted to You pursuant to an applicable Order (e.g. extension of the Subscription Term, additional metrics, etc.), We shall provide You with a new certificate and will deactivate Your previously issued access key.

4. Support Services

4.1 We provide Support Services as part of the Subscription and the Support Services are described in the Support Services Description which forms part of the Agreement. We may update the Support Services from time to time however any changes will not substantially reduce the scope of Support Services.

4.2 We provide Support Services only for the most current Major Release of the Software. To ensure full use of the Support Services, You are advised to update and maintain Your Subscription to the latest Major Release.

5. Rights of Use; Subscription Scope; Audit

5.1 We are and will remain exclusive owners of all rights (including without limitation the Proprietary Rights) in and to the Software and Documentation (including any copies thereof). You are granted a non-exclusive, non-transferable, revocable right to use the Software and Documentation for the Subscription Term for Your own internal purposes (which specifically excludes any analysis of third party data)

and is extended to Affiliates You control as of the date of the applicable Order and in accordance with this Agreement. Any use of the Software for other companies/organizations is prohibited. You will ensure that Your permitted Affiliates are made aware of and comply with this Agreement and will be responsible and liable for any of Your Affiliate's breach hereof.

5.2 Your access rights as set out in this Agreement shall be limited in accordance with the metrics in the applicable Order. Definitions of the Subscription metrics are contained in the Metrics Definition, which forms part of the Agreement.

5.3 Except as permitted by applicable law, You shall not decompile or reverse engineer the Software, or otherwise analyze or transfer to third parties any source code that We may have made available to You.

5.4 Any transfer of the Software and Documentation to third parties shall require Our prior written consent.

5.5 Any additional copies of the Software, Documentation and other materials We make available to You are only for Your internal backup or archiving purposes. You will treat the Software and all Documentation and provided materials as Confidential Information and shall undertake all required activities to ensure that no third party gains any access to the Software, Documentation or provided materials.

5.6 You will be liable to us for any damages incurred due to the unauthorized use of the Software, source code, Documentation or other materials provided by Us, including without limitation, any continued use of the Software outside the Subscription Term and any provision of the Software, source code, Documentation or other materials to unauthorized third parties.

5.7 We may audit Your use of the Software within the limitations of Your Subscription at Our own cost by providing You with seven (7) days' prior written notice. We may ask a qualified third party, who will be obliged to maintain confidentiality, to perform the audit. You shall keep complete and accurate records to permit an accurate assessment of Your compliance with Your Subscription, as agreed in this Agreement. You guarantee that all access rights, documents, information, materials, employees and other required information will promptly be made available to Us in advance and free of charge to allow Us to conduct the audit. If the audit reveals that You have used the Software beyond the scope of Your Subscription, You will pay all applicable Subscription Fees for such overuse in accordance with Our then-current price list together with Our costs associated with the audit, within thirty (30) days of Our notice. Our acceptance of any payment shall be without prejudice to any other rights or remedies We may have under this Agreement or applicable law.

6. Term and Termination

- 6.1 Your Subscription commences on the Order Date, but in no event later than the Delivery Date of the Software (in accordance with Section 3.2). Your Subscription continues for the Initial Subscription Term and unless otherwise stated in the Order, the Initial Subscription Term of each Order is thirty-six (36) months. Thereafter, it automatically renews for successive periods of 12 months (each a "Renewal Term") unless a party gives 30 days' prior written notice to the other party of its intention not to renew the Subscription. Unless otherwise agreed in Your Order, Your Subscription may only be terminated in accordance with this Section and Section 6.2 below.
- 6.2 Without prejudice to any other rights or remedies to which We or You may be entitled, either party may terminate an Order without liability to the other at any time with immediate effect upon written notice if the other party:
- 6.2.1 is in material breach of any of its obligations under the Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or
 - 6.2.2 voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; passes a resolution for winding-up or a court of competent jurisdiction makes an order to that effect; becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
 - 6.2.3 On termination of Your Subscription for any reason your rights of you use are immediately terminated and You shall make no further use of any Software, Documentation and copies thereof and, at Your choice, either (i) delete them from all Your equipment and storage media and certify to Us in writing that you have done so; or (ii) return them to Us. Where required by applicable law, You are permitted to keep a copy of the required items for Your archiving purposes.

7. Subscription Fees and Payment

- 7.1 Unless otherwise agreed in the Order, Your Subscription Fees covers the right to use the Software and Documentation and the provision of Support Services for the Subscription Term.
- 7.2 We will invoice the Subscription Fees annually in advance. Unless otherwise agreed in the Order, all payments are due in full without deduction or set-off within 30 (thirty) days of the date of Our invoice.
- 7.3 Without prejudice to any other rights We may have, We shall be entitled to charge You interest at the rate of 4% per annum above the base lending rate of the Bank of England or such other amount as may be provided for by applicable law from time to time on any overdue sums from the due date until the date of receipt of payment by Us (inclusive).

7.4 We shall be entitled to adjust the Subscription Fees with effect to Your next Renewal Term. Where We increase the Subscription Fees, such increase shall not exceed 7%.

7.5 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.

8. Limited Warranty

- 8.1 Subject the limitations in this Section, We warrant that the Software and any Releases shall substantially perform as specified in the Documentation for the Subscription Term, when used in accordance with the Documentation and the terms of this Agreement.
- 8.2 We do not warrant any specifications other than those set out in the Documentation. Any warranty other than the limited warranty set out in Section 8.1 must be made in writing and confirmed by Us. You acknowledge and are aware that software and related documentation can never be fully error-free in accordance with current state of technology.
- 8.3 We particularly do not warrant:
- 8.3.1 incidents caused by Your use of the Software with any third-party software or third party services;
 - 8.3.2 incidents caused by misuse, improper testing, unauthorized attempts to repair, modifications or customizations to the Software by You or any other cause beyond the range of the intended use of the Software, unless You can prove that such use was not the cause of such incidents;
 - 8.3.3 against any virus, data breaches and data losses which could not have been avoided by adequate security in accordance with Our then-current security practices, as may be further described in the Documentation; or
 - 8.3.4 that the Software will achieve Your intended results, nor that the Software has been developed to meet Your individual requirements.

8.4 During the Subscription Term, should a warranty breach occur, and is notified to Us in accordance with the process defined in the Support Services Description (i.e. as a ticket) within a reasonable period of time, We will at Our sole option and expense either:

- 8.4.1 repair the Software or parts therein; or
- 8.4.2 replace the Software or parts therein with software that substantially meets the warranted specifications, which may be met by providing You with a new Release; and

if We cannot reasonably repair or replace the affected Software, then We may, in Our sole discretion, refund You any prepaid Subscription Fees covering the remainder of the Subscription Term for the affected Software and terminate Your right to use the affected Software 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 this warranty.

- 8.5 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.
- 8.6 We warrant that Our Support Services will be rendered with due care, skill and ability and in accordance with recognized standards of good practice.
- 8.7 To the maximum extent permitted by applicable law, the warranties and remedies provided in this Section 8 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Us, our Affiliates and suppliers.

9. Intellectual Property Indemnity

9.1 Subject to Sections 9.3 and 9.4, We shall at Our own expense defend You or, at Our option, settle any third-party claim or action brought against You alleging that the possession, use, or support of the Software (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.

9.2 Subject to Sections 9.3 and 9.4, in the event of an Infringement Claim, We shall, at Our sole option and expense (i) modify the infringing Software so that it ceases to be infringing without loss of substantial functionality; (ii) replace the infringing portion of the Software with non-infringing software; or (iii) procure a license to enable You to legally continue using the Software.

If We do not provide you with one of the options above, We may, at our sole discretion, terminate Your Subscription for the affected Software with immediate effect and reimburse You any prepaid Subscription Fees covering the remainder of the Subscription and either take back the infringing Software to the extent possible or require You to remove or delete it.

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

- 9.3.1 provide Us with prompt written notice of the Infringement Claim;
- 9.3.2 do not enter into any settlement or compromise 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;
- 9.3.3 permit Us to exclusively control the defense, negotiations and any settlement of the Infringement Claim;
- 9.3.4 provide Us with all reasonable information and assistance for the Infringement Claim; and

9.3.5 Use all commercially reasonable efforts to mitigate against any of Your losses, damages or costs related to the Infringement Claim.

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

- 9.4.1 Unauthorized changes You have made or that have been made on Your behalf to the Software;
- 9.4.2 Your use of a non-current Release, Major Release or other Release, if the Infringement Claim would have been avoided by You using the latest version of Software or Release that We have made available to You;
- 9.4.3 Your use of the Software outside the scope of this Agreement, Your Subscription, the Order or the Documentation; or
- 9.4.4 an allegation that the Software consists of a function, system or method that utilizes generic process mining functionality that is not unique to the Software and the allegations of the Infringement Claim do not identify or relate to commercially unique aspects of the Software.

9.5 This Section 9 constitutes Your exclusive remedy and Our entire liability with respect to any actual or alleged Infringement Claims.

10. Liability

10.1 Subject to Section 10.4, Our aggregate liability to You for or in respect to any loss or damage suffered by You under or in connection with the Agreement (whether due to breach of contract, tort (including negligence) or otherwise shall be limited to the total amount of Subscription Fees You payable to Us in the twelve (12) months preceding the date of the event for which the liability arises.

10.2 To the maximum extent permitted by applicable law and subject to Section 10.4, in no event will We be liable for special, consequential, incidental, or other indirect damages, including, but not limited to, loss of profits, anticipated savings, business opportunity, goodwill, loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising out of the Agreement, however caused and under any theory of liability (including contract, tort, negligence or otherwise), including any Force Majeure Event, even if You have been advised of the possibility of such damages.

10.3 We both acknowledge that the amounts payable hereunder are based in part on the limitations in this Section 10.

10.4 The exclusions in this Section 10 shall apply to the fullest extent permissible at law but We do not exclude liability for death or personal injury caused by Our negligence or that of Our officers, employees, contractors or agents; fraud or fraudulent misrepresentation; Our IP indemnity obligations pursuant to Section 9, or any other liability which cannot be excluded by applicable law.

10.5 You acknowledge and agree that You shall be responsible for producing back-ups of your Data.

11. Confidentiality

- 11.1 Each party retains all rights in its Confidential Information. Both parties undertake to treat as confidential all of the other party's Confidential Information acquired before and in connection with performance of the Agreement and to use such Confidential Information only to perform the Agreement. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other party, each party: (a) shall take all Reasonable Steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than those Representatives whose access is necessary to enable it to perform the Agreement and who are obliged to maintain confidentiality to a similar extent as provided herein. Each party will be responsible for its Representatives' compliance with the provisions of this Section.
- 11.2 A party which comes 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.
- 11.3 Section 11.1 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.
- 11.4 The obligations in this Section shall apply for a period of 5 (five) years from first disclosure of the respective Confidential Information.

12. Feedback.

During the Subscription Term of an Order, You may provide or We may solicit Your input regarding Software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of Software, products and/or services, or input as to whether You believe Our development direction is consistent with Your own business and IT needs (collectively "**Feedback**"). All Feedback is provided at Your sole discretion. In order for Us to utilize such Feedback, You grant to Us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to Our licensees and customers, under all relevant intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell,

and otherwise dispose of Our and Our sub-licensees' products or services embodying Feedback in any manner and via any media We choose, without reference to the source. We shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to You and/or Your Representatives. Except for the license granted above to use Feedback provided by You at Our sole discretion, We acquire no title or interest in any of Your pre-existing or independently developed data, information, or intellectual property under these Terms. You acknowledge that any information that We may disclose to You related to Software, Our other products, services, business or technology plans, under an Order or otherwise, is only intended as a discussion of possible strategies, developments, and functionalities of Our products or services and is not intended to be binding upon Us to any particular course of business, product strategy, and/or development.

13. Customer Data and Data Protection.

- 13.1 To the extent We have access to any Customer Data in connection with the Subscription and the provision of the Support Services, We shall use reasonable endeavours to:
- 13.1.1 keep all Customer Data secure and to use no less stringent measures for the protection of such Customer Data as We use for Our own data; and
 - 13.1.2 preserve the integrity of the Customer Data and to prevent the loss or corruption of the Customer Data.
- 13.2 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 Personal Data in the provision of the Services, the Data Processing Agreement in **Annex B** shall apply
- 13.3 For the purposes of this Section the terms "data controller", "process" and "processing" shall have the meaning given under applicable Data Protection Laws.

14. General Provisions

- 14.1 **Independent Contractors.** The relationship between You and Us is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.
- 14.2 **Sub-contracting.** We may subcontract all or part of our obligations under the Agreement 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. We will be liable for any such sub-contractors used in the performance of our obligations under the Agreement.
- 14.3 **Governing Law.** The Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive of the English courts. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 14.4 **Amendments.** Any amendments or additions to this Agreement must be made in writing and executed by duly authorized Representatives of both parties.

- 14.5 **Entire Agreement.** These Terms, together with the Order, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral relating to the same subject matter. In the event of any inconsistencies between these Terms and an Order, the Order shall take precedence over these Terms. Any purchase order, purchasing terms, general terms of business or other document issued by You is for administrative convenience only and shall not be binding on Us.
- 14.6 **Severability.** Should parts of the Agreement be or become invalid, this will not affect the validity of the remaining provisions of the Agreement, which will 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.** The Software and Support Services are subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. You agree that You will not submit the Software to any government agency for licensing consideration or other regulatory approval without Our prior written consent, and will not export the Software 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 Your and Your Affiliates' use of the Software and Support Services.
- 14.8 **No Waiver.** No waiver by either party of any breach or default or exercise of a right of a party under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.
- 14.9 **Third Party Rights.** A person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999 (the "Act") has no rights to enforce, or to enjoy the benefit of, any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under.
- 14.10 **Assignment.** Except as permitted herein, neither party may assign this 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 this Agreement without the prior written consent of the other will be void. Notwithstanding the foregoing, We may at any time upon notice to You assign or otherwise transfer Our rights and obligations under this Agreement to any of Our Affiliates or successors in business. We may further at any time involve any of Our Affiliates and successors in business as subcontractors under this Agreement.
- 14.11 **Notices.** Except as otherwise specified in the Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) two business days after sending by e-mail. E-mails to Us shall be directed to the CFO Office (cfo@celonis.com), and e-mails to You shall be addressed to the administrative contact designated by You in Your Order. Notices relating to an Infringement Claim under Section 9 must be sent by registered post and email.
- 14.12 **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: Sections 5 to 14.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. **"Agreement"**: Your applicable Order and these Terms and any other terms referenced in the applicable Order.
3. **"Confidential Information"**: any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 (ten) days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Our Confidential Information includes without limitation the Software and Documentation.
4. **"Customer Data"**: any data (which may include Personal Data) and information You make available to Us through your use of the Subscription and Support Services and any data generated by Us from such data pursuant to a Subscription.
5. **"Data Protection Laws"**: EU General Data Protection Legislation (Regulation (EU) 2016/679 of the European Parliament (GDPR) and any applicable acts and regulations which bring it into force and such other applicable analogous legislation in other jurisdictions in which Personal Data is processed under the Agreement
6. **"Delivery Date"**: has the meaning set out in Section 3.1.
7. **"Documentation"**: the product description of the applicable Software, available on the Celonis website currently under <https://www.celonis.com/terms-and-conditions/>, whereas the relevant version of the Product Description shall, in each case, be the version of the Release of the Celonis Software that was installed by You at the point in time to which You or We are referencing.
8. **"Force Majeure Event"**: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.
9. **"Initial Subscription Term"**: the initial term of Your Subscription as agreed in the Order.
10. **"Major Release"**: a Release of the Software that is designated by Us as such in accordance with our then-current naming convention (e.g. Major Release 3 -> Major Release 4).
11. **"Metrics Definition"**: the then current document(s) available at "Celonis Definition license scope / subscription scope" on the Celonis website currently under <https://www.celonis.com/terms-and-conditions/> describing the then-currently available subscription metrics for the Software.
12. **"Minor Release"**: a Release of the Software within a given Major Release that We designate through a respective change in numbering in accordance with our then-current naming convention (e.g. Release 4.2 -> Release 4.3).
13. **"Order"**: an order entered into between You and Us specifying the Software and Support Services You have ordered and the Subscription Fees and such other terms as are agreed, including any addenda and supplements thereto.
14. **"Order Date"**: the date of execution of the Order unless a different effective date is specified in the Order.
15. **"Personal Data"**: any data and information relating to an identified or identifiable living individual person as defined under applicable Data Protection Laws.
16. **"Proprietary Rights"**: rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, moral rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
17. **"Reasonable Steps"**: those steps the receiving party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care.
18. **"Release"**: any new Major Release, Minor Release, bug-fix or patch We make available to You through the Support Services for Your Subscription.
19. **"Renewal Term"**: has the meaning set out in Section 6.1.
20. **"Representatives"**: of a party are its and its Affiliates' employees, directors, advisers and subcontractors.
21. **"Software"**: the Celonis standard software made available to You pursuant to an Order. Software includes Releases but does not include any modification or add-ons to the Software.
22. **"Subscription"**: the entirety of the rights of access We grant to You to the Software and access to the Support Services in accordance with an Order and these Terms.
23. **"Subscription Fees"**: the fees payable by You as set out in an Order in respect of the Subscription.
24. **"Subscription Term"**: the Initial Subscription Term together with any subsequent Renewal Terms as defined in the applicable Order From.
25. **"Support Services"**: the maintenance and support services, as described in the Support Services Description, that We provide to You in respect of the Software and as ordered by You in an Order.

26. **"Support Services Description"**: the then current documents describing in more detail our Support Services and available on the Celonis website currently under <https://www.celonis.com/terms-and-conditions/>.
27. **"Taxes"**: any applicable sales, use, value added, duties, assessments, excise, withholding or other taxes based on this Agreement, or use or receipt of the Software or Support Services.
28. **"Terms"**: these Celonis Terms for Software Subscriptions.
29. **"Territory"**: the country of Your registered business seat as defined in the Order Form, and the European Economic Area.
30. **"User"**: an individual who is authorized by You within the scope of Your Subscription to use the Software, and to whom You (or, when applicable, We at Your request) have supplied a user identification and password (if applicable).
31. **"We," "Us", "Our" or "Celonis"**: Celonis SE, Munich, Germany.
32. **"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, and such Affiliates of that company accordance with Section 5.

Annex B Data Processing Agreement

This data processing agreement (the "DPA") details the parties' obligations on the protection of personal data associated with Our processing of Your personal data on Your behalf within the scope of the applicable Order (hereinafter, the "Agreement"). You are the controller of the personal data you provide to Us in the course of Our provision of the Services under the Agreement ("Controller") and You appoint Us as a processor ("Processor") to process such personal data (hereinafter, "Data") on Your behalf (hereinafter, "Contract Processing").

§ 1 Scope, Duration and Specification of Processing of Data

1. The scope and the detailed stipulations on the type and purpose of Contract Processing are defined in the Exhibit.
2. Except where the DPA stipulates obligations beyond the term of the Agreement, the duration of this DPA shall be the same as the term of the Agreement.

§ 2 Scope of Application and Responsibilities

1. Processor shall process Data on behalf of Controller. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this DPA, Controller shall be solely responsible for compliance with its obligations under the applicable statutory requirements on data protection, including, but not limited to, the lawful disclosure and transfer of Data by Controller to Processor.
2. Controller's individual instructions on Contract Processing shall, initially, be as detailed in the Agreement. Controller shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modify, amend or replace such individual instructions by issuing such instructions to the point of contact designated by Processor. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Controller shall, without undue delay, confirm in writing or in text form any instruction issued orally.

§ 3 Processor's Obligations

1. Except where expressly permitted by Article 28 (3)(a) GDPR, Processor shall process data subjects' Data only within the scope of the Agreement and the instructions issued by Controller. Where Processor believes that an instruction would be in breach of applicable law, Processor shall notify Controller of such belief without undue delay. Processor shall be entitled to suspend performance on such instruction until Controller confirms or modifies such instruction.
2. Processor shall, within Processor's scope of responsibility, organize Processor's internal organization so it satisfies the specific requirements of data protection. Processor shall implement technical and organizational measures to ensure the adequate protection of Controller's Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. Processor shall implement technical and organizational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational

measures for ensuring the security of the processing. Controller is familiar with these technical and organizational measures, and it shall be Controller's responsibility that such measures ensure a level of security appropriate to the risk. The parties agree to refer to the existing certification of Processor by Kiwa International Cert GmbH in accordance with **DIN ISO/IEC 27001:2015** which is considered sufficient evidence for these purposes by Controller and which is available on the website of Processor (www.celonis.com).

3. Processor reserves the right to modify the measures and safeguards implemented, provided, however, that that the level of security shall not be less protective than initially agreed upon.
4. Processor shall support Controller, insofar as is agreed upon by the parties, and where possible for Processor, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.
5. Processor shall ensure that all employees involved in Contract Processing of Controller's Data and other such persons as may be involved in Contract Processing within Processor's scope of responsibility shall only do so within the scope of the instructions. Furthermore, Processor shall ensure that any person entitled to process Data on behalf of Controller has undertaken a commitment to confidentiality under terms similar to the confidentiality terms of the Agreement. All such confidentiality obligations shall survive the termination or expiration of such Contract Processing.
6. Processor shall notify Controller without undue delay if Processor becomes aware of any Data breaches within Processor's scope of responsibility.
7. Processor shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Processor shall coordinate such efforts with Controller without undue delay.
8. Processor shall notify to Controller the point of contact for any issues related to data protection arising out of or in connection with the Agreement. The Exhibit provides for a list of the initially designated persons.
9. Processor shall correct or erase Data if so instructed by Controller and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Processor shall, based on Controller's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Controller.
10. In specific cases designated by Controller, such Data shall be stored or handed over. The associated cost for doing so and protective measures to put in place shall be agreed upon separately, unless already agreed upon in the Agreement.
11. Processor shall, upon termination of Contract Processing and upon Controller's instruction, return all Data, carrier media and other materials to Controller or delete the same.
12. Where a data subject asserts any claims against Controller in accordance with Article 82 of the GDPR, Processor shall support

Controller in defending against such claims, where possible at Controller's cost as set out in Section 6 para. 3.

§ 4 Controller's Obligations

1. Controller shall notify Processor without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Controller in the results of Processor's work.
2. Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against Processor in accordance with Article 82 of the GDPR.
3. Controller shall notify to Processor the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

§ 5 Enquiries by Data Subjects

Where a data subject asserts claims for rectification, erasure or access against Processor, and where Processor is able to correlate the data subject to Controller, based on the information provided by the data subject, Processor shall refer such data subject to Controller. Processor shall forward the data subject's claim to Controller without undue delay. Processor shall support Controller, where possible, and based upon Controller's instruction insofar as agreed upon. Processor shall not be liable in cases where Controller fails to respond to the data subject's request completely, correctly, or in a timely manner.

§ 6 Options for Documentation

1. Processor shall document and prove to Controller Processor's compliance with the obligations agreed upon in this DPA by appropriate measures.
2. Where, in individual cases, audits and inspections by Controller or an auditor appointed by Controller are necessary, such audits and inspections will be conducted upon prior notice during regular business hours, and without interfering with Processor's operations. Processor may also determine that such audits and inspections are subject to prior notice and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organizational measures and safeguards implemented. Processor shall be entitled to reject auditors that are competitors of Processor. Controller hereby consents to the appointment of an independent external auditor by Processor, provided that Processor provides a copy of the audit report to Controller.
3. Processor shall be entitled to request from Controller a reimbursement of costs for its support in conducting inspections where such costs have been agreed upon in the Agreement or otherwise in writing by the parties. Processor shall endeavor to limit its time and effort for such inspections to one day per calendar year, unless agreed upon otherwise.
4. Where a data protection or other applicable supervisory authority conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

§ 7 Subcontractors (further processors (or 'sub-processors') on behalf of Controller)

1. Processor shall use subcontractors as further processors on behalf of Controller only where approved in advance by Controller (in accordance with para. 3).
2. If Processor engages further Processors or subcontractors to perform any of its obligations under the Agreement it shall seek Controller's prior consent. Processor shall conclude, with such subcontractors, contractual terms necessary to ensure an appropriate level of data protection and information security.
3. Controller hereby consents to Processor's use of the subcontractors listed in the Exhibit to this DPA in connection with the performance of the Agreement. Processor shall, prior to the use of further subcontractors, obtain Controller's prior approval, such approval not to be withheld except for important reasons related to compliance with data protection laws.
4. Where Processor commissions subcontractors, Processor shall be responsible for ensuring that Processor's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

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

1. Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Processor's control, Processor shall notify Controller of such action without undue delay. Processor shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Controller's sole property and area of responsibility, that data is at Controller's sole disposition, and that Controller is the responsible body in the sense of the GDPR.
2. No modification of this DPA and/or any of its components – including, but not limited to, Processor's representations and obligations, if any – shall be valid and binding unless made in writing or in a machine-readable format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this DPA. The foregoing shall also apply to any waiver or change of this mandatory written form.
3. In case of any conflict, the data protection regulations of this DPA shall take precedence over the regulations of the Agreement. Where individual regulations of this DPA are invalid or unenforceable, the validity and enforceability of the other regulations of this DPA shall not be affected.
4. This DPA is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for any disputes arising out of or in connection with this DPA.

§ 9 Liability and Damages

The liability provisions of the Terms shall apply except as explicitly agreed otherwise in this DPA.

§ 10 International Transfers

Processor will only transfer personal data outside the European Economic Area (including to its group company, Celonis, Inc.) where Processor has complied with its obligations under applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.

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

1. Scope of data processing

The Processor may be granted access to the ERP-system and other system data of the Controller in the context of the provision of Support Services and will collect administrative information related to the provision of Support Services (especially ticket information).

2. Procedures of data processing

The Support Services personnel of Processor may access Controller's instance or be provided Controller data excerpted from Controller's instance of the Celonis Software 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 Controller for the purposes of administrating the Support Services.

3. Purpose of data processing

Support of the Celonis Software through provision of Support Services for the Controller.

4. Type of data which is processed under the instructions of the Controller

- Name, first name
- identification number (e. g. ID, customer number, personnel number)
- Business address data (e. g. street, house number, ZIP code, place, post box)
- Communication data (e. g. phone, fax, cellphone, email)
- Log data
- Further data or categories of data (please specify):
- Usernames from the Controller's IT / ERP system

5. Data subjects affected by the order data processing

- Employees of the Controller
- Customers or vendors
- Further affected of categories of affected as may be specified in the Order

6. Data protection officer of the Processor

Last name, first name: Dr. Kraska, Sebastian
 Phone: +49 89 1891 7360
 Email: skraska@iitr.de

7. Contact person of the Processor

Last name, first name: Döring, Wolfgang
 Phone: +49 89 4161596 - 745
 Email: w.doering@celonis.com

8. Permitted Subcontractors

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

Subcontractor name and location	Description of the individual deliverables
Celonis B.V.'s- Hertogenbosch, The Netherlands	Support of the services provision through employees of Celonis BV
HappyFox Inc., Irvine, CA, USA	Operation of the Support Ticketing-Tools
Celonis, Inc., New York, USA	Support of the services provision through employees of Celonis, Inc.