



**Celonis Metrics Description
for
OCPM Infrastructure**

This Celonis Metrics Description for OCPM Infrastructure is part of Your Agreement with Celonis (the “Agreement”), and serves to define Our OCPM Infrastructure product offerings. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The products You have purchased are listed in an Order entered into between You and Us or You and an Authorized Reseller and are identifiable by the Product Name and the Applicable SKUs, which are common to both the applicable Order and this Metrics Description. If the applicable Order does not include a line-item for OCPM Infrastructure and You are not adding a subscription to an existing Order containing the OCPM Infrastructure, the Metrics Description applicable to Your purchase can be found under “Celonis Definition Subscription Scope: Celonis Execution Management System” at: <https://www.celonis.com/terms-and-conditions/celonis-services/>.

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

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

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

DEFINITIONS:

1.) “Domain”: a group of several Process Modules which all pertain to a specific area of the Customer’s business (e.g., the Finance Domain consists of Process Modules such as Accounts Payable, Accounts Receivable, Record to Report, etc.), which may be purchased together as a bundled offering.

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

subject to the confidentiality provisions of the Agreement.

- a) **"Budget"**: the total annual budget allocated to the Customer, as published by the public body tasked with determining budgets (i.e., the U.S. Congressional Budget Office, Ministry/Department of Finance, Comptroller, or equivalent legal entity).
 - b) **"Customer Revenue"**: the annual revenue reported on Customer's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by You (if You are not publicly traded).
 - c) **"Total Assets"**: the total annual assets encapsulate the aggregate value of all assets a business or individual holds. Encompassing both tangible and intangible assets, it includes current assets (e.g., cash, receivables), fixed assets (e.g., property, equipment), investments, and other long-term holdings reported on Customer's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by You (if You are not publicly traded).
 - d) **"Net Premiums Written"**: the annual net premiums written refer to the comprehensive financial metric representing the total revenue an insurance company generates from policy premiums after deducting reinsurance costs and adjustments reported on the Customer's most recent audited financial statements, as made available by the relevant regulatory body (e.g., U.S. Securities and Exchange Commission, Companies House, etc.) or by You (if You are not publicly traded).
- 3.) **"Infrastructure Scope"**: as defined below.
 - 4.) **"Objects"**: Items processed in relation to a Process Module (e.g., invoices, sales orders, or purchase orders).
 - 5.) **"Process Module"**: A Process Module enables Customers to mine, explore, model, simulate, build, or use apps and leverage automation within a specific process. Your Subscription allows access to the standard tools described in the Documentation. Access to selected premium tools may require an additional license. The detailed parameters of each Process Module (i.e., the applicable Object types, Events, KPIs, etc.) are outlined in the [Process Catalog](#).
 - 6.) **"APC"**: The APC is the amount of uncompressed raw data that the customer ingests into the Celonis Platform concurrently at any given time for processing. Data processing within the Celonis Platform includes transformations, high-performance computation, and storage.
 - 7.) **"Data Records"**: A Data Record corresponds to a row in a base table in the database.

COMPLIANCE VERIFICATION:

The Celonis Materials may contain technical features that allow Us to verify Your compliance with the limitations in this Agreement and/or an Order. Upon Our reasonable request, You shall certify in writing that Your use of the Celonis Materials is in full compliance with such limitations. You will keep complete and accurate records related to Your use of the Celonis Materials and the Financial Metrics related to Your Order and will make such records available to Us or Our designated third-party auditor upon request and free of charge.

FUNCTIONAL CURRENCY:

When the Financial Metric on Your Order is expressed in a different operational currency than Your financial reporting currency, a fixed exchange rate for the conversion will apply. The exchange rate will

be the closing rate on the last trading day of the previous calendar year (e.g., if on December 31, 2023, the FX rate is 0.91, then the exchange rate from January 1, 2024, until December 31, 2024, will be 0.91), as published by the Board of Governors of the Federal Reserve System.

INFRASTRUCTURE:

Customers are required to purchase Celonis Infrastructure (OCPM Enabled), which entitles Customers to the platform-level capabilities of the Execution Management System. Your Infrastructure size is determined by the Financial Metric amount in scope for your company. If Process Modules in Your Subscription have different Financial Metric amounts, the largest amount will be considered for the Infrastructure size category.

The Celonis Infrastructure (OCPM Enabled) includes:

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

Infrastructure Size**	Small	Medium	Large
Customer Revenue	Up to 1,500,000,000 USD	Up to 10,000,000,000 USD	Beyond 10,000,000,000 USD
Budget	Up to 1,500,000,000 USD	Up to 10,000,000,000 USD	Beyond 10,000,000,000 USD
Total Assets	Up to 30,000,000,000 USD	Up to 150,000,000,000 USD	Beyond 150,000,000,000 USD
Net Premiums Written	Up to 1,400,000,000 USD	Up to 8,000,000,000 USD	Beyond 8,000,000,000 USD
Platform capacity*	350 GB APC	1,000 GB APC	1,500 GB APC

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

** See additional tables in the Appendix for the following currencies: EUR, GBP, CHF, CAD, and JPY.

Productive Celonis Team

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

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

Standard Sandbox Team

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

Premium Sandbox Team

The Premium Sandbox Team serves as a testing environment for independent evaluations and testing within the limits of the defined table rows. The Premium Sandbox Team is only available as a separate Order at an extra charge and will not be provisioned by default. Your Premium Sandbox Team cannot be connected to any other system that is not itself a Sandbox/testing environment and the objects and events are restricted to the Process Modules that You have purchased. By purchasing the Premium Sandbox Team, Your existing Standard Sandbox Team will be upgraded to the scope below. The following scope is included in Your Premium Sandbox Team: the number of Analysts is limited to 30. You will receive the greater of either the same amount of APC plus 10% as provided for Your Productive Celonis Team or 40GB, along with the same amount of Executions as provided for Your Productive Celonis team. There are no limitations regarding Table Rows. No Business Users are provided in the Premium Sandbox Team. The purchase of the Premium Sandbox Team does not entitle the Customer to multiple sandbox instances.

User Types

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

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

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

Celonis BPM (Powered by Symbio) Editors: all functionality of a Celonis BPM (Powered by Symbio) User, plus the ability to build and edit within the Celonis BPM solution. Also considered “Architects,” “Analysts,” or “Admins.”

Celonis BPM (Powered by Symbio) Users: limited to accessing and approving analyses built and shared in the Celonis BPM feature, also considered “Viewers” or “Approvers.”

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

Executions

Executions are Actions (automated events) that occur in the Customer's Operational System as a result of running an Action Flow. An Execution occurs every time a record is created, updated, or deleted in an Operational System (transactional systems such as CRM, HRM, or ERP, as well as databases and other specialized source systems, including RPA and other automation tools). For the avoidance of doubt, each Execution is an Operation, as defined below.

The subscribed amount of Executions constitutes an upper limit for the number of Executions that can be performed within the Celonis Action Flows per contract year. Executions not used within one contract year will not roll over to the next contract year.

Operations

Operations are Actions (automated events) performed by Celonis when executing your scenarios using Action Flows. Regardless of how many bundles a trigger retrieves, every time a trigger is run, it is considered as one Operation. Every time an action performs a task, it is counted as one Operation.

Each Celonis Subscription includes a fair use capacity on Operations in the amount of ten times the number of contracted Executions.

Platform Capacity Fair Use Policy

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

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

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

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

Workbenches

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

For heavy Machine Learning workloads, a dedicated instance is available as an add-on product, which will be reflected in an individual Order. Dedicated ML Workbenches include 128 GB (total) RAM (Random-Access Memory), 16 (total) CPUs (Central Processing Unit), and 200 (total) GB of Disk Space. There is no Table Row limit for the dedicated instances.

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

Add-on Products (available at an additional charge)

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

- 1.) Accounts Receivable Premium Applications: Requires a subscription to the Accounts Receivable Process Module. The applicable scope for the Accounts Receivable Premium Applications may not be higher than the lower scope of the Accounts Receivable Process Module if their scopes differ.
- 2.) Duplicate Checker Premium Application: Requires a subscription to the Accounts Payable Process Module. The applicable scope for the Duplicate Checker Premium Application may not be higher than the lower scope of the Accounts Payable Process Module if their scopes differ.
- 3.) End-to-End Lead Time Premium Application: Requires a subscription to the Direct or Indirect Procurement Process Module and the Inventory Management Process Module. The applicable scope for the End-to-end Lead Time Premium Application may not be higher than the lower scope of the Inventory Management Process Module and Direct or Indirect Procurement Process Module, if their scopes differ.
- 4.) Material Allocation Premium Application: Requires a subscription to the Inventory Management Process Module. The applicable scope for the Material Emissions Premium Application may not be higher than the lower scope of the Inventory Management Process Module.
- 5.) Material Emissions Premium Application: Requires a subscription to the Direct and Indirect Procurement Process Modules. The applicable scope for the Material Emissions Premium Application may not be higher than the lower scope of the Direct or Indirect Procurement Process Module if their scopes differ.
- 6.) Center of Excellence ("CoE"): The COE enables the Customer to engage in process mining on unpurchased Process Modules, the COE Discovery Module introduces targeted limitations:

concurrent analysis is capped at 3 Process Modules, each module must not be analyzed for more than 6 calendar months, and the combined data ingestion for the 3 concurrent Process Modules is restricted to a maximum of 10 million (10,000,000) Data Records. The Customer will be granted an additional 100,00 Data Records for each \$10,000 associated with the Center of Excellence ("CoE") SKU on the Individual Order.

- 7.) Workforce Productivity: Fees for Workforce Productivity are priced based on Active Concurrent Users. An Active Concurrent User is a unique user, represented by the combination of a username ID and a unique machine ID, sending or capturing data at any given time during a calendar month of the subject Celonis subscription. The amount of permitted Active Concurrent Users is specified in the applicable Customer Order. Customer can reassign Active Concurrent Users amongst its employees, provided the number of assigned Active Concurrent Users at any given time does not exceed the limit specified in the applicable Order.
- 8.) Shipping Emissions Reduction App Premium App: Requires a subscription to the Order Management Process Module. Fees for the Shipping Emissions Reduction Premium App are according to the quantity of Annual Shipments. An Annual Shipment is an individual record (uniquely identified by its shipment number) related to transportation containing attributes such as final departure country, final departure city, arrival country, arrival city, transport mode, and shipment date (creation date of the shipment in the system), in a contractual year. The Annual Shipments processed in the Shipping Emissions Reduction App can be outbound shipments (from the customer to its customers), inbound shipments (to the customer from its suppliers), or intercompany shipments (in between customer facilities). The amount of processable Annual Shipments is defined in the applicable Order. This amount is the maximum number that the Customer can consume in each subscription year.

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

- 9.) Sustainable Spend Management Premium App: Requires a subscription to the Direct or Indirect Process Module. For the Customer bringing their own Supplier Management Software, the Sustainable Spend Managements Premium App shall be priced as an add-on product which will be reflected in an individual Order.
- 10.) Celonis Connector for Power BI: Celonis Connector for Power BI is priced according to the number of Process Modules purchased.
- 11.) Celonis BPM (Powered by Symbio) - Process Designer: Celonis BPM (Powered by Symbio) - Process Design is priced according to the number Celonis BPM Users and Editors purchased.
- 12.) Celonis BPM (Powered by Symbio) - Process Navigator & Process Cockpit: Celonis BPM (Powered by Symbio) - Process Navigator & Process Cockpit is priced according to the number Celonis BPM Users and Editors purchased.

Commercial Programs

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

- 1.) The Celonis Foundation entitles You to the Celonis Foundation Edition with the following limits:

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

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

- 2.) Infrastructure for clients with Annual Budget, Revenue, or Net Premiums Written less than \$1 Billion or Total Assets below \$28 Billion. These bands contemplate the Financial Metrics of the client’s entire organization. If the Client’s organization’s Financial Metric exceeds the below quantities, an individual line of business with a smaller Financial Metric is not eligible for the below offering:

Infrastructure Size	Tier 1	Tier 2
Customer Revenue	Up to 500,000,000 USD	Up to 1,000,000,000 USD
Budget	Up to 500,000,000 USD	Up to 1,000,000,000 USD
Total Assets	Up to 10,000,000,000 USD	Up to 28,000,000,000 USD
Net Premiums Written	Up to 500,000,000 USD	Up to 1,000,000,000 USD
Platform capacity*	175 GB	250 GB

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

** See additional tables in the Appendix for the following currencies: EUR, GBP, CHF, CAD, and JPY.

APPENDIX

INFRASTRUCTURE SIZE IN OTHER AVAILABLE CURRENCIES: EUR, GBP, CHF, CAD, JPY

Infrastructure Size**	Small	Medium	Large
Customer Revenue	Up to 1,380,000,000 EUR/ 1,200,000,000 GBP/ 1,370,000,000 CHF/ 2,000,000,000 CAD/ 1.297 Trillion JPY	Up to 9,180,000,000 EUR/ 8,110,000,000 GBP/ 9,160,000,000 CHF/ 13,300,000,000 CAD/ 1.297 Trillion JPY	Beyond 9,180,000,000 EUR/ 8,110,000,000 GBP/ 9,160,000,000 CHF/ 13,300,000,000 CAD/ 1.297 Trillion JPY

Budget	Up to 1,380,000,000 EUR/ 1,200,000,000 GBP/ 1,370,000,000 CHF/ 2,000,000,000 CAD/ 0.195 Trillion JPY	Up to 9,180,000,000 EUR/ 8,110,000,000 GBP/ 9,160,000,000 CHF/ 13,300,000,000 CAD/ 1.297 Trillion JPY	Beyond 9,180,000,000 EUR/ 8,110,000,000 GBP/ 9,160,000,000 CHF/ 13,300,000,000 CAD/ 1.297 Trillion JPY
Total Assets	Up to 27,500,000,000 EUR/ 24,400,000,000 GBP/ 27,500,000,000 CHF/ 39,900,000,000 CAD/ 3.89 Trillion JPY	Up to 137,700,000,000 EUR/ 121,700,000,000 GBP/ 137,400,000,000 CHF/ 199,700,000,000 CAD/ 19.45 Trillion JPY	Beyond 137,700,000,000 EUR/ 121,700,000,000 GBP/ 137,400,000,000 CHF/ 199,700,000,000 CAD/ 19.45 Trillion JPY
Net Premiums Written	Up to 1,290,000,000 EUR/ 1,140,000,000 GBP/ 1,280,000,000 CHF/ 1,860,000,000 CAD/ 0.182 Trillion JPY	Up to 7,340,000,000 EUR/ 6,490,000,000 GBP/ 7,330,000,000 CHF/ 10,650,000,000 CAD/ 1.037 Trillion JPY	Beyond 7,340,000,000 EUR/ 6,490,000,000 GBP/ 7,330,000,000 CHF/ 10,650,000,000 CAD/ 1.037 Trillion JPY

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

Infrastructure Size in EUR for clients with Annual Budget, Revenue, or Net Premiums Written less than \$1 Billion or Total Assets below \$28 Billion.

Infrastructure Size	Tier 1	Tier 2
Customer Revenue	Up to 460,000,000 EUR/ 410,000,000 GBP/ 460,000,000 CHF/ 670,000,000 CAD/ 64,940,000,000	Up to 920,000,000 EUR/ 820,000,000 GBP/ 920,000,000 CHF/ 1,340,000,000 CAD/ 129,880,000,000 JPY
Budget	Up to 460,000,000 EUR/ 410,000,000 GBP/ 460,000,000 CHF/ 670,000,000 CAD/ 64,940,000,000	Up to 920,000,000 EUR/ 820,000,000 GBP/ 920,000,000 CHF/ 1,340,000,000 CAD/ 129,880,000,000 JPY
Total Assets	Up to 9,180,000,000 EUR/ 8,120,000,000 GBP/	Up to 25,710,000,000 EUR/ 22,730,000,000 GBP/

	9,170,000,000 CHF/ 13,320,000,000 CAD/ 1,298,710,000,000 JPY	25,660,000,000 CHF/ 37,290,000,000 CAD/ 3,636,370,000,000 JPY
Net Premiums Written	Up to 460,000,000 EUR/ 410,000,000 GBP/ 460,000,000 CHF/ 670,000,000 CAD/ 64,940,000,000 JPY	Up to 920,000,000 EUR/ 820,000,000 GBP/ 920,000,000 CHF/ 1,340,000,000 CAD/ 129,880,000,000 JPY
Platform capacity*	175 GB	250 GB