

Order Supplement for Make™ Services ("Order Supplement")

This Order Supplement is made a part of the Order under which You ordered Make™ Services as defined herein (the "**Order**"). The Order and this Order Supplement are governed by the Master Services Agreement referenced in your Order ("**Agreement**"). This Order Supplement modifies certain terms of the Agreement, solely with respect to the Make™ Services. Except as modified herein, all terms and conditions set forth in the Agreement shall continue to apply in full force and effect. Capitalized terms used but not defined in this Order Supplement have the meanings given to them in the Order and Agreement. For purposes of this Order Supplement, the term "Documentation" includes the "Product Description: Make™ Services", which can be found at <https://www.celonis.com/terms-and-conditions>.

- 1. DELIVERY.** In order to use the Service, You must have a valid account ("**Account**"). To acquire an Account for the Service, You must provide Us with a user name, email address and other information as requested. You are responsible for maintaining the confidentiality of the credentials for Your Account and are responsible for all acts and omissions of Users given access to Your Account. You agree to immediately notify Us of any unauthorized use of Your Account or any other breach of security and ensure that You exit from Your Account at the end of each session. We are not liable for any loss or damage arising from Your failure to comply with this Section.
- 2. SOFTWARE LICENSE.**
 - 2.1 We will provide the services, tools and features to integrate and automate various third-party applications, websites and services as further specified in the Make™ Documentation (collectively, the "**Make™ Services**"). Subject to the terms and conditions of the Agreement, this Order Supplement and the applicable Order, and except as expressly agreed in Section 6 below, You are granted a royalty-free, non-exclusive, non-transferrable worldwide right to use and access the Make™ Services for the Subscription Term for Your internal purposes as set forth in the applicable Order, in accordance with the limitations and metrics specified therein.
 - 2.2 As between You and Us, We are and remain exclusive owners of all rights (including without limitation the Proprietary Rights) in and to the Make™ Services. As a condition of Your right to use the Service, You agree to respect the intellectual property rights of Us and others. You further agree not to upload or post to the Make™ Services any copyrighted materials, trademarks or other proprietary information belonging to any third party without the prior written consent of the applicable third party.
- 3. RESTRICTIONS ON USE.**
 - 3.1. In addition to the restrictions noted in Section 5 of the Agreement, and as a condition of Your license, You shall not (and shall not allow any third party) to: (a) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Make™ Services; (b) utilize any equipment, device, software, or other means designed to circumvent or remove any form of product access keys or copy protection used by Us in connection with the Make™ Services, or use the Make™ Services together with any authorization code, serial number, or other copy protection device not supplied by Us; or (c) decompile, disassemble, or otherwise reverse engineer any part of the Make™ Services, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Make™ Services by any means whatsoever.
 - 3.2. You agree to defend, indemnify and hold Us harmless from and against any and all claims, losses, damages, expenses, and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with Your breach of this Section.
- 4. CUSTOMER DATA.** By using the Make™ Services, You may give us access to Customer Data available from third party applications. As between you and Us, You retain ownership of Customer Data. As further described Section 7 of the Agreement: (i) You are solely responsible for the content of Customer Data transferred through the Make™ Services; and (ii) We will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 5. SUPPORT & MAINTENANCE.** During the Subscription Term, We will provide the Support Services described in the Support Services Description, which forms part of the Agreement.

6. EXTERNAL USE LICENSE (OEM OFFERING ONLY).

- 6.1. Subject to the terms and conditions of the Agreement, and provided the same is set forth in the Order, We hereby grant You, during the Subscription Term, a non-exclusive, non-transferable, non-sublicenseable (except as expressly set forth herein), revocable (upon any termination or expiration hereof) right to provide the functionality of the Make™ Services as integrated and embedded with Your products or offering (“**Integrated Product**”) to third parties (“**Third-Party Subscribers**”) on a hosted subscription basis only (“**SaaS-Based Integrated Product**”). In such offering, You must adhere to all applicable terms and conditions of the Order and the Agreement. You may not sublicense or permit any third parties to exercise the foregoing rights except as may be expressly agreed in writing by Us.
- 6.2. You shall be solely responsible for Your relationships with Third-Party Subscribers. You shall be liable for all acts and omissions of Third-Party Subscribers as if their acts or omissions were Your own, and shall defend, indemnify and hold Us harmless from and against any loss, cost, liability or damage, including attorneys’ fees, for which We become liable arising from or relating to a Third-Party Subscriber’s use of the Integrated Product.
- 6.3. As conditions on the licenses granted above, (i) Your product or offering must add substantial functionality to the resulting Integrated Product (as compared to the Make™ Services on a stand-alone basis); (ii) the Integrated Product must not offer functionality which is competitive with or would serve as a replacement or substitute for the functionality of the Make™ Services on a stand-alone basis; and (iii) in no event may You distribute or provide the Make™ Services on a stand-alone basis (either as a service bureau or under any similar business models where You provide product or technology outsourcing services with no other added value).
- 6.4. We shall have no warranty, support or other obligation or liability to any Third-Party Subscribers.
- 6.5. The parties agree that Third-Party Subscribers are not intended to be beneficiaries of the Agreement and are not entitled to enforce the terms of the Agreement or this Order Supplement directly.
- 6.6. The rights granted hereunder are non-exclusive and nothing under this Order Supplement shall be deemed to prohibit Us from entering into any OEM, reseller, end-user license, services or other agreement with any party anywhere in the world, or from procuring or developing any product or service, either during or after the Subscription Term.
- 6.7. Within ten (10) calendar days following the end of each month of a Subscription Term, You shall provide to Us, in a mutually-agreed format, a report evidencing the actual number of distinct Third-Party Subscribers given access to the Integrated Product in the prior month. In the event Your use in any given month exceeds the metrics agreed in the applicable Order, We shall invoice You, and You shall pay, for such additional use in accordance with the provisions of Section 6 of the Agreement.

7. AUDIT RIGHTS.

- 7.1. We are entitled to integrate technical features into the Make™ Services which allow Us to verify Your compliance with the limitations in each Order, this Order Supplement and the Agreement. For clarity, no Customer Data shall be visible to Us in this context.
 - 7.2. With reasonable prior notice, We may audit Your use of the Make™ Services and compliance with this Order Supplement and the Agreement, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that You have installed, accessed or permitted access to or use of the Make™ Services in a manner that is not permitted under this Order Supplement and the Agreement, then We may terminate this Agreement pursuant to Section 9 of the Agreement and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties We may be entitled to under the Agreement and applicable law.
8. **Limitation of Liability.** The limitations of liability set forth in Section 12 of the Agreement do not apply to (a) either party’s breach of Confidentiality, (b) Your breach of the Restrictions on Use Section of this Order Supplement or the Export Control and Compliance with Laws Section in the Agreement, or (c) damages arising out Third-Party Subscriber’s use of the Make™ Services, including Your related indemnification obligations.