

## Celonis API Fair Use Policy

Celonis may make available APIs for its Cloud Services. The APIs make it possible for developers to better use the Cloud Services and build integrations that enable use of the Cloud Services in new ways (each, an “Integration”). We provide these APIs to allow people to build on and benefit from Our Cloud Services by creating software, services, or modules that connect to Our platform or have access to the data within Our platform via Our APIs. At the same time, We have to protect Our system, as well as Our users’ collective rights. That’s why this API Fair Use Policy (the “Policy”) exists. Your use of the APIs must comply with both this Policy and Our [Terms of Use](#). Use of Celonis API constitutes Your agreement to this Policy. Capitalized terms used herein and that are not defined herein have the meanings assigned to them under the Terms of Use.

### 1. License and Access Credentials

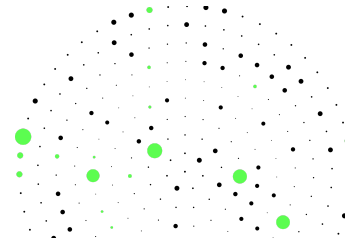
Once You have successfully met the requirements for a particular API, You will be given Access Credentials to use for building Your Integrations. “Access Credentials” means the necessary security keys, secrets, tokens, and other credentials to access the applicable APIs. The Access Credentials enable Us to associate Your API activity with You and/or Your Cloud Services. All activities that occur using Your Access Credentials are Your responsibility. Keep Your Access Credentials secret. Do not sell, share, transfer, or sublicense them to any other party other than Your employees or independent contractors (and then, only for Your permitted usage consistent with usage rights and restrictions herein).

Subject to the terms of this Policy, Celonis grants to You, coincidental to your subscription term for the Cloud Services, a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the APIs to develop, build, test, and support integrations of the Cloud Services with other software applications. We may terminate your access to our APIs at any time for any reason.

### 2. Usage Restrictions and Limitations

You won’t use the API to take any actions that violate Our Terms of Use. You’ll follow all documentation We provide for the APIs. You may not use the API or any other technology in a manner that accesses or uses any information beyond what Celonis allows under this Policy or the API documentation; that changes the Cloud Services; that breaks or circumvents any of Our technical, administrative, process or security measures; that disrupts or degrades the





performance of the Cloud Services or the API; that exceeds reasonable request volume, or constitutes excessive or abusive usage; or that tests the vulnerability of Celonis systems or networks.

We may limit or restrict any use levels that exceed the usage capacity and/or frequency designated for the API access that You purchased (see the technical documentation associated with the specific API for more details). We may monitor Your use of the APIs for compliance with these rules, and We may deny You access to the API or shut down Your Integration if You try to go around or exceed the limitations We set.

### **3. Ownership**

We own all worldwide rights, titles, and interest in the Cloud Services and the APIs, including all intellectual property rights, marks, code, and features. You won't infringe or copy Our code, design, or content. Any rights not expressly granted by this policy are withheld, so if You don't see it here, then it's not a right we're giving You. You own all worldwide rights, titles, and interest in the Integration, except for the APIs, Our marks, and the Cloud Services, including all intellectual property rights. If You give Us comments about the APIs or the Cloud Services, We may copy, modify, create derivative works, display, disclose, distribute, and use that feedback without any obligation to compensate You.

### **4. Representations and Warranties**

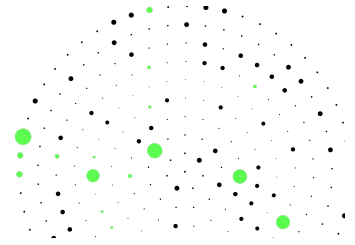
You represent and warrant that You'll maintain all the licenses required for Your Integration, and that Your Integration won't violate any law or regulations in any way.

### **5. Warranty and Disclaimer**

To the maximum extent permitted by law, We provide the APIs as-is. That means We don't provide warranties of any kind, either express or implied, including but not limited to merchantability and fitness for a particular purpose.

### **6. Updates**

We may update or modify the APIs and this Policy from time to time by posting the changes on our website or notifying You via email. These changes may be backwards incompatible or otherwise affect the way Your Integration interacts with the API, and may result in Your needing to make updates to Your Integration in order maintain its interoperability with the Cloud Services.



## **7. Confidentiality**

You may have access to confidential, proprietary, and non-public information specific to the APIs. This information is Celonis Confidential Information pursuant to the Terms of Use, and You may use this information only to use, and build Integrations with, the APIs.

## **8. Indemnification**

You'll indemnify and hold Us and Our Affiliates harmless from any losses (including attorney fees) that result from third-party claims that relate to Your use of the API.

## **9. Limitation of Liability**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL CELONIS OR ANY CELONIS AFFILIATE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES ACTUALLY PAID BY YOU FOR THE SUBJECT APIS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE LIABILITY OF CELONIS AND ITS AFFILIATES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

