



## Celonis Additional Services Addendum

Celonis may make Additional Services available to You in connection with Your use of Celonis Services. If and to the extent You access or otherwise use the Additional Services, this Additional Services Addendum supplements and is expressly incorporated into Your signed agreement with Celonis governing Your use of the Services, or if You do not have a signed agreement, the Master Services Agreement found at <https://www.celonis.com/terms-and-conditions/> (as applicable, the "Agreement"). In the event of a conflict between this Additional Services Addendum and the Agreement, the terms of this Additional Services Addendum shall prevail, but only with respect to the Additional Services. BY ACCESSING OR USING THE ADDITIONAL SERVICES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THIS ADDITIONAL SERVICES ADDENDUM. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE ADDITIONAL SERVICES. IF THE INDIVIDUAL ACCEPTING THIS ADDITIONAL SERVICES ADDENDUM IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS ADDITIONAL SERVICES ADDENDUM, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY.

1. **Definitions.** Capitalized terms not otherwise defined in this Additional Services Addendum shall have the meaning(s) set forth in the Agreement, and references in the Agreement to the "Services" shall include the Additional Services, except as otherwise set forth herein.
  - 1.1 "Additional Services": optional software, services, documentation or other products or offerings that complement Your use of the Celonis Services, including Application Program Interfaces, Celonis Schema, Early Adopter Features, Non-Celonis Applications and Proofs of Value.
  - 1.2 "Celonis Schema": optional Cloud Service-related scripts, schema and/or code that can be used to create process analysis applications for the Cloud Service platform.
  - 1.3 "Celonis Team": a password-secured tenant in which the Cloud Service runs.
  - 1.4 "Early Adopter Features": any pre-general availability products or features provided to You by Us as part of a trial or feedback initiative that are clearly designated as beta, pilot, limited or exclusive release, public preview, non-production or a similar description, as further detailed in the relevant Order or acceptance form.
  - 1.5 "Non-Celonis Application": a third-party software application or functionality that interoperates with all or part of the Services. Non-Celonis Applications may be acquired from Us, via an online marketplace, or directly from the third-party provider.
  - 1.6 "Proof of Value" or "POV": A demonstration provided by Us, or an evaluation conducted by You, to enable You to evaluate the Services.
2. **Application Program Interfaces.** To the extent We make any application program interfaces (API) for the Cloud Services available to You, Your access and use of any such APIs is subject to the Celonis API Fair Use Policy located at <https://www.celonis.com/terms-and-conditions/>.
3. **Celonis Schema.** We may, in Our discretion, make the Celonis Schema available to You as an Additional Service. In such event, You are granted for the relevant Subscription Term a limited, non-exclusive, revocable license to use and modify the Celonis Schema for purposes of implementing Your permitted use of the Cloud Service. As between You and Celonis, You will be the owner of all right, title and interest in and to any modifications You make to the Celonis Schema, subject always to Our underlying Proprietary Rights in and to the Celonis Schema and Services from which Your modifications derive.
4. **Early Adopter Features.** The Agreement does not apply to Early Adopter Features. Your use of or access to Early Adopter Features is subject solely to the terms and conditions of the Early Customer Engagement Agreement found at <https://www.celonis.com/terms-and-conditions/>.
5. **Non-Celonis Application(s).**
  - 5.1. Except as specified in Section 5.3 below, Your use of or access to a Non-Celonis Application is subject to the Agreement and any applicable third-party terms and conditions included in the relevant Order. You are solely responsible for reviewing and accepting the terms of service for any Non-Celonis Application, including any privacy policies contained therein.
  - 5.2. When using Non-Celonis Applications, You acknowledge that Customer Data may be used or accessed by third-party providers outside Our hosted environment and, where Customer Data includes Personal Data, the third-party provider shall be deemed an approved subprocessor of Customer Data under the Agreement.
  - 5.3. Where You have entered into a separate agreement with a third-party provider governing Your use of a Non-Celonis Application, the Agreement shall not apply. In such case, We make no warranties or representations regarding the functionality, security, or performance of Non-Celonis Applications and shall not be liable for any technical or compatibility issues, damages or Losses of any kind (including without limitation those resulting from infringement or data breach) resulting from use of Non-Celonis Applications.

- 5.4. Upon termination or expiration of the Agreement or third-party terms and conditions (as applicable), and upon expiration of Your Subscription Term for the Non-Celonis Application, You shall immediately cease use of and access to the applicable Non-Celonis Application.
6. **Proof of Value.** This Section sets out the terms and conditions under which We will provide You access to and use of the Services for the sole purpose of conducting a POV.
- 6.1 Your use is limited to one of Your internal business processes, which the parties will select together during the initial goal setting workshop (the “Purpose”). Subject to the terms of this Additional Services Addendum and the Agreement, and further subject to Your payment of any agreed Fees for the POV, for the duration agreed by the parties, Your internal Users may access and use the Services solely for the Purpose.
- 6.2 During the term of the POV, We will identify, quantify, validate and recommend improvement and efficiency opportunities and business cases most appropriate to extracting value in Your business based on analyses created by Your use of the Services. Activities performed during the POV will be split into phases and will be jointly determined by the parties. These activities will be carried out in collaboration with Your project team and IT experts through a series of workshops and discovery meetings. The level of participation of Your key business owners and IT representatives during the workshops and discovery meetings is directly related to the success of the POV and is strongly encouraged.
- 6.3 To the extent You are given access to a Celonis Team associated with a POV (“POV Team”) and do not have a separate agreement governing Your use thereof, We may, but are not obligated to, maintain the POV Team for a maximum period of nine (9) months (the “Dormant Period”) from the conclusion of the POV unless You otherwise request earlier return or destruction of the POV Team in writing. The POV Team may not be accessible to You during the Dormant Period. If You purchase Cloud Services during the Dormant Period and We have maintained the POV Team after the POV concludes, We will reactivate Your POV Team and, upon Your request, transfer any content contained therein to a productive Celonis Team instance; such transfer may be subject to an additional fee to be agreed between the parties.
7. **EXCLUSIONS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT (INCLUDING ANY ANNEXES OR SUPPLEMENTS THERETO) OR ANY ORDER, THE ADDITIONAL SERVICES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE SERVICE LEVEL AGREEMENT SHALL NOT APPLY TO ADDITIONAL SERVICES AND NO SUPPORT WILL BE PROVIDED. WE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS OR LIABILITY OF ANY KIND WITH RESPECT TO THE ADDITIONAL SERVICES (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE). WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.
8. **Term and Termination.** Unless You have paid Fees for Additional Services or expressly agreed otherwise in the applicable Order, We may terminate Your access to Additional Services upon written notice at any time for any reason and without liability of any kind. Upon such termination, You will be given a reasonable opportunity to retrieve Customer Data.
9. **Entire Agreement.** All other terms and conditions of the Agreement not expressly modified by this Additional Services Addendum shall remain in full force and effect.