

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 or in Annex A to this Order Supplement (Definitions) 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>. Your use of or access to the Make™ Services are also governed by the following terms linked here:

- [Celonis Privacy Notice for Make located at https://www.make.com/en/terms-and-conditions](https://www.make.com/en/terms-and-conditions)
- [Celonis Data Processing Agreement for Make located at https://www.make.com/en/terms-and-conditions](https://www.make.com/en/terms-and-conditions)

1. DELIVERY. In order to use the Make Services, You must have a valid account ("**Account**"). To acquire an Account for the Make Services, 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. ACCESS TO SERVICES.

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 (External Use License (OEM offering only) 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 Make Services, 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 4 (Rights of Access and Your Obligations) 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. The Make Services operate with or uses application programming interfaces (APIs) and other services operated or provided by third parties. You may use third party applications, software, interfaces, products, services or websites, as well as Third Party Connectors, that interoperate with the Make Services (collectively, "**Third Party Services**"). You are solely responsible for acquiring all rights required to use the Third Party Services, maintaining access to the Third Party Services, and complying with all applicable terms and privacy policies of the

Third Party Services. Celonis does not warrant or support any Third Party Services, regardless of whether Celonis recommends or prefers any particular Third Party Services. Because access to the Third Party Services is subject to the control of the respective owners of those services, Celonis does not guarantee that the Make Services will interoperate or be compatible with, or remain interoperable or compatible with, any Third-Party Services. Celonis is not responsible for any performance issues with Third Party Services, including, but not limited to, unavailability or outages of Third Party Services, or changes and developments in Third Party Services that may interrupt Your use of the Make Services with those services. As between You and Celonis, You are solely responsible for any data loss or other losses suffered as a result of using the Third Party Services. If any Third Party Services cease to interoperate with the Make Services, or are offered to Celonis on terms unacceptable to Celonis, Celonis may cease support for such Third Party Services within the Make Services without entitling You to any refund, credit or other compensation.

- 3.3. 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.

- 4.1. 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 in Sections 4 (Rights of Access and Your Obligations) and 9 (Data Protection and Customer Data) 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 while such Customer Data is held in Our possession.
- 4.2. You authorize Us, acting on Your behalf, and based on Your configuration of the Make Services, to access and transmit Customer Data between the Make Services and Third Party Services during the Subscription Term.
- 4.3. Use of the Make Services by Your employees and representatives is subject to the [Celonis Privacy Notice for Make](#), which is incorporated by reference into this Agreement.
- 4.4. If in the course of providing the Make Services We process any Personal Data contained in the Customer Data, the [Data Processing Agreement](#) for Make shall apply to such processing.
- 4.5. To the extent We provide Make Services to You that include or require Our storage of Customer Data, such Customer Data is available to You for export or download at any time during the Subscription Term.

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. 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 (Fees and Payment) of the Agreement.
- 6.8. You may request permission to customise the customer-facing pages of the Integrated Product offered to Third-Party Subscribers to enable customer experience enhancements such as, but not limited to, help and chatbot solutions, provided that such customisations shall be made at Your own liability and risk. We may accept or reject any requests to make such customisations at Our sole discretion. Any such customisations will be made at your own liability and risk. For the avoidance of doubt, the indemnity set out in Section 6.2 shall extend to any loss, cost, liability or damage, including attorneys' fees, for which We become liable arising from or relating to a customisations made by You that impacts a Third-Party Subscriber's use of the Integrated Product.
- 6.9. You are granted a non-exclusive, worldwide, limited-term, revocable, non-transferable license to use, copy, modify, merge and/or publish instructions, guides and associated documentation to enable and support You and Your Third-Party Subscribers to use the Integrated Product (the "Content"). The aforementioned license shall be subject to the instructions and obligations separately provided at the same time as the Content, including, but not limited to, the obligation to include specified metadata in any webpage containing the Content. The Content provided shall, to Our knowledge, be reasonably accurate and up-to-date in all material respects. We may, at any time, modify the Content or replace the Content, in whole or in part, with alternative materials.

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 the Agreement pursuant to Section 13 (Term and Termination) 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.

- 8.1. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE MAKE SERVICES TO THE EXTENT SUCH ISSUES ARISES FROM YOUR ACTIONS, THIRD PARTY CONNECTORS, OR ANY SERVICES PROVIDED BY THIRD PARTIES.
- 8.2. The limitations of liability set forth in Section 12 (Limitation of Liability) of the Agreement do not apply to: (a) either party's breach of Confidentiality; (b) Your breach of (i) the Restrictions on Use Section of this Order Supplement; (ii) Section 13 (Export) of the Agreement; or (iii) Section 10.3(b) of the Agreement covering your obligation to comply with applicable laws and regulations; or (c) damages arising out of Third-Party Subscriber's use of the Make Services, including Your related indemnification obligations.

9. Colonis and User-developer Apps

- 9.1. Any Make Services subscriber may develop custom applications or modules intended to be listed on the Make website to be made available to other Make Services users ("**User-developed Apps**"). As a condition to listing of

any of Your User-developed Apps on the Make website, You agree to comply with the terms specific to contributing User-developed Apps made available to You separately. By contributing User-developed Apps, You grant Us a non-exclusive, worldwide, irrevocable licence to publish, and make available for use by other Make Services subscribers, such User-Developed Apps. You further agree that:

- 9.1.1. You shall defend and/or settle, at Your expense, any third-party claim brought against Us or Our Representatives arising from or related to the User-developed Apps (“**User-developed Apps Claim**”). You shall indemnify Us and Our Representatives against any losses arising from or related to the User-developed Apps Claim or settlement amounts agreed to in writing by You in relation to such User-developed Apps Claim; and
 - 9.1.2. We shall have no obligation to maintain the User-developed Apps. To the extent You fail to adequately maintain the User-developed Apps following reasonable notice of such failure from Us, We have the right at Our discretion to (i) deactivate the affected User-developed Apps or (ii) assume ownership of the affected User-developed Apps and either maintain the User-developed Apps directly or transfer ownership to a third party that will maintain the affected User-developed Apps.
- 9.2. Any Make Services subscriber is granted a non-exclusive, worldwide, limited-term, revocable, non-transferable licence to use User-developed Apps for as long as such subscriber is a Make Services subscriber.
- 9.3. TO THE EXTENT YOU USE ANY USER-DEVELOPED APPS DEVELOPED BY OTHER MAKE SERVICES SUBSCRIBERS, YOU ACKNOWLEDGE AND AGREE THAT:
- 9.3.1. ALL USER-DEVELOPED APPS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, REGARDLESS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY TERMS IMPLIED BY STATUTE OR COMMON LAW REGARDING QUALITY, FITNESS, MAINTENANCE, OR USE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW.
 - 9.3.2. FOR THE AVOIDANCE OF DOUBT, THE USER-DEVELOPED APPS ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR AVAILABILITY COMMITMENTS TO WHICH THE MAKE SERVICES MAY BE SUBJECT.
 - 9.3.3. IN NO EVENT SHALL CELONIS OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM USE OF USER-DEVELOPED APPS, WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.4. We, at Our discretion, may grant You the right to use and modify Celonis application code under a separate licence agreement. Notwithstanding any other termination or revocation rights in the separate licence agreement, such right to use and modify any Celonis application code granted under this provision will cease if You cease to be a subscriber to the Make Services.

Annex A

Definitions

1. **Celonis Connectors:** the software scripts or application programming interfaces (API) developed and owned by Celonis that allow the transfer of data between third party applications available through the Make Services.
2. **Third Party Connectors:** the software scripts or application programming interfaces (API) developed by third parties that allow the transfer of data between third party applications supported by the Make Services.