



Celonis Artificial Intelligence Addendum

This Artificial Intelligence Addendum (the “AI 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”), and applies to Your access to and use of any AI Feature(s) (defined below). In the event of a conflict between this AI Addendum and the Agreement, the terms of this AI Addendum shall prevail, but only with respect to the AI Features. BY USING OR ENABLING THE AI FEATURES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THIS AI ADDENDUM. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE AI FEATURES. IF THE INDIVIDUAL ACCEPTING THIS AI 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 AI ADDENDUM, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY.

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement, and references in the Agreement to the “Services” shall include the AI Features, except as otherwise set forth herein.
 - 1.1 “AI Feature(s)”: products, features and functionality included as part of the Celonis Services that use generative artificial intelligence, machine learning, large language models or similar or successor technologies using data models which may be labeled or otherwise described as Celonis AI.
 - 1.2 “AI Provider”: third party providers of artificial intelligence models as described in Our subprocessor list found at: <https://www.celonis.com/terms-and-conditions/>.
2. **Input, Output, and Ownership.** You may provide or make prompts, queries, images, materials, files, and other content including Customer Data available to an AI Feature (“Input”), and receive images, materials, files, and other content generated and returned by an AI Feature based on that Input (“AI Output”). Input and AI Output are Customer Materials under the Agreement. As between You and Us, You retain all right, title, and interest in Your Input and AI Output. You acknowledge that AI Output provided to You may be similar or identical to AI Output independently provided to other Users of the AI Features.
3. **Access and Acceptable Use.** AI Features are made available to You on the terms and conditions that apply to Your use of the Celonis Services under the Agreement. Without limiting any restrictions on use included in the Agreement:
 - 3.1 You will not and will not permit anyone else to:
 - i. use the AI Features or any AI Output to infringe any third-party rights;
 - ii. use the AI Features or any AI Output to develop, train or improve any artificial intelligence or machine learning models (unless expressly authorized in the Agreement);
 - iii. represent any AI Output as being approved or vetted by Us;
 - iv. represent any AI Output as being an original work or a wholly human-generated work;
 - v. use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless You do so with adequate human review and in compliance with applicable laws;
 - vi. use the AI Features for purposes or with effects that are discriminatory, harassing, harmful, unethical, infringing, obscene, libelous or otherwise unlawful or tortious; or
 - vii. use the AI Features to develop foundation models or other large language models that compete with the AI Features.
 - 3.2 You acknowledge and agree that You are solely liable for the content, accuracy, quality, and legality of all Input.
 - 3.3 You represent and warrant that, prior to making any Input available through Your use of the AI Features, You have obtained all necessary consents and provided all required notices with respect to the Input, including, without limitation, for the sharing of such Input with Us and Our employees, and those of Our Affiliates, subprocessors, and other authorized third parties.
 - 3.4 You acknowledge that the AI Features are not a high-risk AI system as defined in Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (the “EU AI Act”) and that the AI Features are not designed for or intended to be used for any purpose(s) specified in Article 6 of the EU AI Act or otherwise prohibited under the EU AI Act. You are solely responsible for implementing appropriate technical and organizational measures to ensure that AI Features are not used for such purposes.
 - 3.5 Any use of the AI Features in breach of this Section 3 may result in: (i) termination of the Agreement for breach in accordance with the terms of the Agreement, or (ii) the immediate suspension of Your access to the AI Features. ANY LIABILITY CAPS SPECIFIED

IN THE AGREEMENT DO NOT APPLY TO BREACH OF YOUR OBLIGATIONS SET FORTH IN THIS SECTION 3.

4. **Bring Your Own Model.** Certain AI Features allow You to use Your own large language model by integrating a proprietary or third party foundation model hosted on a non-Celonis platform (“LLM”) with the Services. To the extent You elect to use Your own LLM, the following terms apply:
 - 4.1 You retain all right, title, and interest in Your LLM.
 - 4.2 We will provide reasonable assistance to facilitate integration of Your LLM with the Services, but You are solely responsible for ensuring that Your LLM is compatible with the Services and for any costs associated with the integration.
 - 4.3 You are solely responsible for: (a) ensuring Your LLM complies with all applicable laws, regulations and standards; (b) maintaining the security, confidentiality and integrity of Your LLM; and (c) managing and maintaining Your LLM.
 - 4.4 We make no warranties or representations regarding the compatibility or performance of Your LLM with the Services and shall not be liable for any technical issues, damages or Losses resulting from use of Your LLM.
 - 4.5 Upon termination or expiration of the Agreement, and upon Your discontinued use of the AI Features, You shall cease use of Your LLM in connection with the Services and remove Your LLM from Our systems, if applicable.
5. **AI Limitations.**
 - 5.1 AI Output is not verified by Us for accuracy and does not represent Our views. We make no warranty or guarantee as to the accuracy, completeness, or reliability of AI Output and will in no way be liable or responsible for Your use of AI Output or any omissions or errors in AI Output. You are responsible for evaluating AI Output for accuracy, bias and suitability for Your use case, including by employing human review of AI Output and obtaining any relevant clearances.
 - 5.2 DUE TO THE NATURE OF THE AI FEATURES, YOU ACKNOWLEDGE THAT AI OUTPUT MAY INCORPORATE OR REFLECT THIRD PARTY CONTENT OR MATERIALS. NOTWITHSTANDING ANYTHING TO TO THE CONTRARY IN THE AGREEMENT, WE DO NOT REPRESENT OR WARRANT THAT (A) THE AI OUTPUT IS SOLELY GENERATED BY CELONIS OR (B) ANY AI OUTPUT WILL NOT INFRINGE THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY AI OUTPUT ARE EXPRESSLY EXCLUDED FROM ANY INDEMNITIES OR LIABILITY PROVIDED IN THE AGREEMENT.
6. **Required Third Party Terms.** We use AI Providers to make the AI Features available to You. You acknowledge that Customer Data may be used or accessed by AI Providers outside Our hosted environment and, where Input includes Personal Data, the Celonis Data Processing Agreement shall apply. If AI Providers require Us to flow down additional terms to You, they will be binding on You while You are using or accessing the AI Feature. Any such additional terms or conditions will be included in the relevant Order.
7. **Entire Agreement.** All other terms and conditions of the Agreement not expressly modified by this AI Addendum shall remain in full force and effect.