



## **Order Supplement for EcoVadis Services ("Order Supplement")**

This Order Supplement is attached to and made a part of the Order under which You purchased access to EcoVadis services (the "EcoVadis Services"). This Order Supplement is governed by the agreement referenced in Your Order ("Agreement") and modifies certain terms of the Agreement, but solely with respect to the EcoVadis Services. The EcoVadis Services constitute "Services" as defined in the Agreement. Other capitalized terms used but not defined in this Order Supplement have the meanings given to them in the Order and the Agreement. In the event of any conflict between the terms of this Order Supplement and the Agreement, the terms of this Order Supplement shall control.

1. Delivery. You acknowledge and agree that full utilization of the EcoVadis Services is dependent upon You providing EcoVadis with its standard required onboarding information, complying with the EcoVadis Medal and Certificate Usage Policy (<https://resources.ecovadis.com/legal-terms-conditions/ecovadis-medal-certificate-usage-policy>) (the "Medal Usage Policy"), and providing cooperation and assistance as EcoVadis may reasonably require to enable EcoVadis to engage Your desired Suppliers and otherwise deliver the EcoVadis services as requested.
2. Licence to EcoVadis Services Elements; Your Data.
  - 2.1 You are granted a non-exclusive, non-sublicensable, perpetual, non-transferable license to use EcoVadis Supplier Scorecards for Your internal purposes in accordance with Your subscription to the EcoVadis Services and the Medal Usage Policy.
  - 2.2 You retain all right, title and interest in and to all data You upload to the EcoVadis Services (which, for the avoidance of doubt, shall constitute End User Data under the Agreement). EcoVadis will be free, in connection with supplying the EcoVadis Services, to use the names of, and contact information for communicating with those of Your suppliers for which EcoVadis has performed or may perform an assessment within the scope of the EcoVadis Services being provided.
3. Restrictions on Use.
  - 3.1. Notwithstanding anything to the contrary contained within the Agreement, You are permitted to make references to the EcoVadis Services ratings in your corporate social responsibility (CSR) reports, including communication of anonymised performance indicators on Your suppliers.
  - 3.2. You are prohibited from making use of the EcoVadis Services or any data extracted therefrom for any commercial purposes, such as reselling information to third parties. You shall not, without the prior written express consent of Celonis, (i) translate or adapt the EcoVadis Services for any purpose, nor arrange or create derivative works based on the EcoVadis Services, (ii) make for any purpose any alterations, modifications, additions or enhancements to the EcoVadis Services, or (iii) decompile, reverse engineer or disassemble the EcoVadis Services or any part of thereof.
4. General.
  - 4.1. The EcoVadis Services shall be regarded only as a decision-making aid. You shall be solely responsible for any decisions made based upon information received from the EcoVadis Services or arising from the data provided by the EcoVadis Services. Neither Celonis nor its Representatives (including EcoVadis) shall be held liable for any damages related to: (i) Interruptions or malfunctions in the EcoVadis Services except when resulting directly from a gross fault or willful misconduct of EcoVadis; (ii) false or incomplete information provided by You or Your suppliers; (iii) Your breach of any confidentiality obligation; or (iv) claims by You or Your suppliers related to consequential or indirect damages or loss arising from the use of the EcoVadis Services.
  - 4.2. To the fullest permissible extent and thus, except in the event of gross negligence or willful misconduct, Celonis' and its Representatives' (including EcoVadis) maximum aggregate liability in relation to the provision of the EcoVadis Services shall, in any case and irrespective of the ground on which the claim may be based, not exceed the total amount of the annual subscription fee for the EcoVadis Services paid by You for the year in which the cause of the liability has occurred.