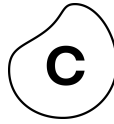


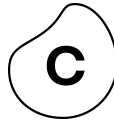
Celonis Artificial Intelligence Addendum

This Artificial Intelligence Addendum (the “AI Addendum”) supplements and is expressly incorporated into Your agreement with Celonis governing Your use of the Services, or if You do not have an 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 are capable of automated decision-making based on large scale data sets and that generate AI Output based on Your AI Input.
 - 1.2 “AI Input”: prompts, queries, images, materials, files, and other content including Customer Data that You make available to an AI Feature.
 - 1.3 “AI Output”: content, predictions, recommendations, or decisions that can influence the physical or virtual environments with which they interact.
 - 1.4 “AI Provider”: third party providers of foundational models as described in Our subprocessor list found at: <https://www.celonis.com/terms-and-conditions/>.
 - 1.5 “LLM”: a non-Celonis foundational or large language model.
2. **Ownership and Use Restrictions.**
 - 2.1 We retain all right, title and interest in and to the AI Features including all intellectual property rights embodied therein and all modifications or derivatives thereto.
 - 2.2 As between You and Us, You retain all right, title, and interest in the AI Input and AI Output. You acknowledge that due to the nature of artificial intelligence systems, AI Output provided to You may be similar or identical to AI Output independently provided to other Users of the AI Features. You acknowledge and agree that We use AI Providers to make the AI Features available to You and that AI Input may be used or accessed by AI Providers outside Our hosted environment. Where AI Input includes Personal Data, the Celonis Data Processing Agreement shall apply and You consent to the processing of such Personal Data by the AI Providers you select.
 - 2.3 You hereby grant Us and Our Representatives the right to access, use, process, aggregate and anonymize AI Input and information derived from Your use of the AI Features to: (a) maintain and provide the AI Features; (b) meter Your consumption and ensure compliance with any use limitations specified in an Order or the Documentation; (c) improve, modify and develop Our products, services and features; and (d) perform such other actions as described in the Documentation or as otherwise authorized by You in writing. For clarity, We shall not, and shall not permit or enable any third party to, use AI Input to create, train, or improve third party LLMs except to improve the AI Output for Your sole benefit. No rights are granted to Us other than as expressly set forth herein.
3. **Representations and Warranties.** We are committed to the responsible development and deployment of artificial intelligence systems. Accordingly, We represent and warrant that:
 - 3.1 We own the AI Features or have procured, at our sole expense, all rights, licenses and consents necessary to grant the licenses and other rights granted to You under this AI Addendum.
 - 3.2 We have implemented appropriate governance frameworks reasonably designed to manage risks associated with the development, deployment, and operation of AI Features in a manner consistent with generally recognized industry best practices for responsible AI, including:
 - i. maintaining policies and procedures to identify and mitigate, to the extent commercially reasonable and technically feasible, risks of bias, discrimination, or unfair outcomes in the operation of the AI Features;
 - ii. implementing internal accountability measures, including clear roles and responsibilities for the management of AI Features; and
 - iii. providing and maintaining documentation that reasonably describes the capabilities, limitations, and intended use of the AI Features.



- 3.3 The AI Features, as provided by Us and when used by You in accordance with the Documentation and the Agreement:
- i. comply with all applicable laws and regulations concerning Our deployment of artificial intelligence, including to the extent applicable 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”);
 - ii. are designed to provide reasonable transparency regarding its nature and intended purpose, and where required by applicable law, to inform Users when they are interacting with an AI Feature or when content is generated by an AI Feature;
 - iii. incorporate mechanisms for human oversight and control where human intervention is necessary to mitigate risks to safety, fundamental rights, or significant decision-making processes;
 - iv. are developed and operated using data governance practices reasonably designed to address data quality, relevance, and representativeness for their intended purpose, subject to the inherent limitations of AI models; and
 - v. are designed with measures to achieve a reasonable level of robustness, security, and accuracy for their intended use as described in the Documentation.
- 3.4 **DISCLAIMER:** YOU ACKNOWLEDGE AND AGREE THAT THE AI FEATURES PROVIDED BY US LEVERAGE UNDERLYING LLMS AND OTHER FOUNDATIONAL AI TECHNOLOGIES DEVELOPED AND PROVIDED BY YOU OR BY THIRD PARTIES THAT YOU SELECT. WE DO NOT DEVELOP, CONTROL, OR WARRANT THE UNDERLYING LLMS OR THEIR RESPECTIVE TRAINING DATA, NOR DO WE MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, NON-INFRINGEMENT, OR FREEDOM FROM BIAS OF THE CONTENT GENERATED BY SUCH LLMS AND ARE NOT LIABLE OR RESPONSIBLE FOR YOUR USE OF AI OUTPUT OR ANY OMISSIONS OR ERRORS IN AI OUTPUT. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AI OUTPUT FOR ACCURACY, BIAS AND SUITABILITY FOR YOUR PURPOSES, INCLUDING BY EMPLOYING HUMAN REVIEW OF AI OUTPUT AND OBTAINING ANY RELEVANT CLEARANCES. ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN ARE LIMITED TO OUR INTEGRATION, CONFIGURATION, AND OPERATION OF THE AI FEATURES WITHIN THE CLOUD SERVICE.
- 3.5 Notwithstanding the foregoing, We will pass through to You any rights We are entitled to under an AI Providers’ intellectual property commitment or warranty, if any (each, a “Commitment”), subject in all cases to Your compliance with any required mitigations, codes of conduct or guardrails outlined in the applicable Commitment, including without limitation using all available documentation or tooling provided by the applicable AI Provider.
4. **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:
- 4.1 You will not and will not permit anyone else to:
- i. use the AI Features to infringe any third-party rights;
 - ii. use the AI Features to develop, train or improve any LLMS (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, infringing, libelous or otherwise unlawful or tortious; or
 - vii. use the AI Features to develop LLMS that compete with the AI Features.
- 4.2 You acknowledge and agree that You are solely liable for the content, accuracy, quality, and legality of all AI Input.
- 4.3 You represent and warrant that, prior to making any AI Input available through Your use of the AI Features, You have obtained all necessary consents and provided all required notices with respect to the AI Input, including, without limitation, for the sharing of such AI Input with Us and Our employees, and those of Our Affiliates, subprocessors, and other authorized third parties for the purposes specified in this AI Addendum.
- 4.4 You acknowledge that the AI Features are not a high-risk AI system as defined in 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.
- 4.5 Any use of the AI Features in breach of this Section 4 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. We will promptly notify You of any such suspension and provide justification therefor. Where reasonable to do so, We shall provide such notification in advance and work with You in good faith to cure the breach prior to suspending Your access. ANY LIABILITY CAPS SPECIFIED IN THE AGREEMENT DO NOT APPLY TO BREACH OF YOUR OBLIGATIONS SET FORTH IN THIS SECTION 4.



5. **Bring Your Own Model.** Certain AI Features allow You to use Your own LLM with the Services. To the extent You elect to use Your own LLM, the following terms apply:
 - 5.1 You retain all right, title, and interest in Your LLM.
 - 5.2 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.
 - 5.3 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.
 - 5.4 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.
 - 5.5 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.
6. **Entire Agreement.** All other terms and conditions of the Agreement not expressly modified by this AI Addendum shall remain in full force and effect.