



## Order Supplement for Make® Services ("Order Supplement")

This Order Supplement is attached to and made a part of the Order under which You purchased access to Celonis' Make-branded SaaS platform (the "Platform") and related interfaces that allow You to integrate applications and automate workflows (the "Make Services"). For the avoidance of doubt, the Make Services include access to the Platform. 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 Make Services. The Make 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. **Supporting Terms.** You acknowledge and agree that Your use of or access to the 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>
  - Celonis Data Processing Agreement for Make located at <https://www.make.com/en/terms-and-conditions>
2. **Third Party Services.** The Platform operates 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 Platform (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 Platform 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 Platform 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 Platform, or are offered to Celonis on terms unacceptable to Celonis, Celonis may cease support for such Third Party Services within the Platform without entitling You to any refund, credit or other compensation.
3. **Use of Customer Data.**
  - 3.1. You authorize Us, acting on Your behalf, and based on Your configuration of the Platform, to access and transmit Customer Data between the Platform and Third Party Services during the Subscription Term. You shall obtain all necessary authorizations, approvals and consents to use Customer Data through the Platform.
  - 3.2. Use of the Services by Your employees and representatives is subject to the [Celonis Privacy Notice for Make](#), which is incorporated by reference into this Agreement.
4. **Warranties Disclaimer.** WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE MAKE SERVICES TO THE EXTENT SUCH ISSUES ARISE FROM YOUR ACTIONS, THIRD PARTY CONNECTORS, OR ANY SERVICES PROVIDED BY THIRD PARTIES.
5. **User-developed Apps.**
  - 5.1. Any Platform user may develop custom applications intended to be provided by Celonis to other Platform users ("User-developed Apps"). As a condition to Celonis offering any of Your User-developed Apps, 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, limited-term, revocable, sub-licensable licence permitting Us to sub-license such User-Developed Apps to other Platform users. You further agree that:
    - 5.1.1.1. 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
    - 5.1.1.2. 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.

- 5.2. Any Platform 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 Platform subscriber.
- 5.3. TO THE EXTENT YOU USE ANY USER-DEVELOPED APPS DEVELOPED BY OTHER PLATFORM USERS, OR ANY SUPPORTING MATERIALS YOU ACKNOWLEDGE AND AGREE THAT:
  - 5.3.1.1. ALL USER-DEVELOPED APPS AND SUPPORTING MATERIALS 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.
  - 5.3.1.2. FOR THE AVOIDANCE OF DOUBT, THE USER-DEVELOPED APPS AND MAKE SERVICES MATERIALS ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR AVAILABILITY COMMITMENTS TO WHICH THE SERVICES OR PLATFORM MAY BE SUBJECT .
  - 5.3.1.3. 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 OR SUPPORTING MATERIALS, 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 DAMAGE.
- 5.4. 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 Platform.

6. **Additional Definitions.**

- 6.1. **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.
- 6.2. **Supporting Materials:** any software, programs, tools, systems, data, Celonis Connectors, Confidential Information, Celonis-developed apps or other materials made available by Us to You under this Agreement, which does not include the Platform.
- 6.3. **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.