

Master Services Agreement for Make

Last update: August 2023

THESE TERMS ARE BETWEEN YOU (“YOU” OR “YOUR”) AND CELONIS, INC. (“WE,” “US,” “OUR” OR “CELONIS”). BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, OR (2) USING THE SERVICES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO ACCESS OR USE THE SERVICES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. YOUR USE OF OR ACCESS TO THE SERVICES ARE ALSO GOVERNED BY THE FOLLOWING TERMS LINKED HERE:

[Celonis Privacy Notice for Make](#)
[Celonis Data Processing Agreement for Make](#)

WE MAY IN OUR DISCRETION CHANGE THESE TERMS, THE PRIVACY NOTICE AND DATA PROCESSING AGREEMENT, OR ANY ASPECT OF THE SERVICES, WITHOUT NOTICE TO YOU. ANY RENEWAL OF YOUR SUBSCRIPTION AFTER WE MAKE SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR SUBSCRIPTION. THIS AGREEMENT IS EFFECTIVE AS OF YOUR INITIAL ACCESS TO THE SERVICE (“EFFECTIVE DATE”).

1. Definitions.

All definitions not defined in the main body of this Agreement are specified in Annex A.

2. Agreement.

This Agreement governs Your access to and use of the Services acquired by You at www.make.com, which includes the Platform and Celonis Materials (collectively, the “Services”). This Agreement will commence on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with Section 10, or (ii) non-renewal in accordance with Section 5.

3. Our Obligations.

During the Subscription Term, and subject to the terms and conditions of this Agreement at the time of Your purchase, We shall make the Services available to You in accordance with the [Documentation](#).

4. Rights of Access and Your Obligations.

4.1 Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, You may access to and use of the Services solely for Your internal purposes in accordance with the limitations specified on the Platform and not for the benefit of any third parties. Your third-party suppliers or contractors may access and use the Services for the sole purpose of providing their goods and/or services to You. You will be entitled to copy the Documentation and materials accompanying the Service as may reasonably be required for Your internal purposes.

4.2 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.

4.3 You shall: (i) be responsible for Your compliance with this Agreement; (ii) comply with all applicable laws in connection with Your performance under this Agreement, including without limitation privacy, export control, and sanction laws; (iii) use commercially reasonable efforts to prevent any unauthorized access to or use of the Services and promptly notify Us in the event of any such unauthorized access or use; (iv) have sole responsibility for the accuracy, quality, and legality of all Customer Data and Customer Materials; (v) be solely liable for uploading Customer Data and making appropriate backups of such Customer Data; and (vi) obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service or otherwise provide Us.

4.4 In connection with this Agreement, You shall not: (i) use the Services for the benefit of anyone other than Yourself, unless expressly stated otherwise in the Agreement or the Documentation; (ii) send, store or transfer infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates privacy rights or third-party Proprietary Rights; (iii) upload, input, access, store, distribute or transmit any Malware; (iv) modify, copy, translate or create derivative works based on the Services or any part, feature, function or user interface thereof; or (v) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services to build a competitive product or service or one with similar ideas, features, functions or graphics or to determine whether the Services are within the scope of any patent.

4.5 Any use of the Services in breach of this Section 4 may result in: (i) termination for breach in accordance with Section 10, or (ii) the immediate suspension of the Services if, in Our sole and absolute discretion, such use threatens the security, integrity or availability of the Services. We shall promptly notify You of any such suspension. Where reasonable to do so, We shall (a) provide such notification in advance and (b) work with You in good faith to cure the breach prior to suspending Your access.

5. Fees and Payment.

5.1 Subscription Fees are non-cancelable and non-refundable once Services are ordered. Subscription Fees and Taxes are due upfront at the time of purchase.

5.2 UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION OR DO NOT WANT TO AUTO-RENEW, YOU UNDERSTAND YOUR SUBSCRIPTION FOR THE SERVICES WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD OF TIME AS YOUR INITIAL PURCHASE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU. IF ALL ELIGIBLE PAYMENT METHODS WE HAVE ON FILE FOR YOU ARE DECLINED FOR PAYMENT OF THE RENEWAL SUBSCRIPTION FEES, YOU MUST PROVIDE US A NEW ELIGIBLE PAYMENT METHOD PROMPTLY OR YOU WILL BE DENIED ACCESS TO THE SERVICES. IF YOU PROVIDE US WITH A NEW ELIGIBLE PAYMENT METHOD AND ARE SUCCESSFULLY CHARGED, YOUR SUBSCRIPTION TERM WILL BE BASED ON THE ORIGINAL RENEWAL DATE AND NOT THE DATE OF THE SUCCESSFUL CHARGE.

5.3 We, at Our sole discretion, may periodically offer You additional or enhanced Services and features at either no extra cost or at an increased cost which is offered to You at a initially discounted rate (the "Promotional Services") for a designated period that shall be communicated to you (the "Promotional Period"). Provision of the Promotional Services and commencement of the Promotional Period shall be subject to Your affirmative acceptance. Unless otherwise provided in separate terms accompanying the Promotional Services, at the conclusion of the Promotional Period Your Subscription shall be upgraded to continue to provide You the enhanced Services and features at the standard rate price for such Services. You shall be entitled to revert to the Services provided to You prior to the Promotional Period by affirmatively opting out of the upgrade.

6. Proprietary Rights.

6.1 As between You and Us, We are and remain exclusive owners of all right, title and interest (including without limitation the Proprietary Rights) in and to the Services and Celonis Materials.

6.2 As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data and Customer Materials. You grant Us, Our Affiliates and Our subcontractors a worldwide, limited-term, revocable, non-exclusive license to: (i) use, host, transmit, monitor, manage, replicate, access, collect, store, cache,

aggregate and/or anonymize Customer Data, and (ii) transfer Customer Data to Our subcontractors, in each case solely as necessary to provide the Services in accordance with the Documentation. No rights are granted to Us other than as expressly set forth herein.

6.3 To the extent You provide feedback regarding Our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or other products (collectively “Feedback”), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. We are under no obligation to use the Feedback.

7. Confidentiality.

Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorized herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

8. Data Protection and Customer Data.

8.1 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.

8.2 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.

8.3 In the performance of Our obligations to You under this Agreement, We shall maintain appropriate administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customer Data while such Customer Data is held in Our possession, including but not limited to measures designed to protect against the unauthorized access to or disclosure of Customer Data.

8.4 If in the course of providing the Services We process any Personal Data contained in the Customer Data, the [Data Processing Agreement](#) for Make shall apply to such processing.

8.5 You shall obtain all necessary authorizations, approvals and consents to use Customer Data through the Platform. Each party shall, in connection with the exercise of its rights and the performance of its obligations under this Agreement, comply with all applicable Data Protection Laws.

8.6 To the extent We provide 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.

9. Warranties; waiver of support and liability.

9.1 If You are a paying subscriber to the Services, We warrant that during the applicable Subscription Term the Services will substantially perform as specified in the Documentation when used in accordance with the terms of this Agreement. Our sole liability (and Your exclusive remedy) for any breach of the foregoing warranty shall be to correct the nonconformity or provide You with a functionally equivalent replacement. If We cannot reasonably make such correction or substitution, as determined in Our sole discretion acting in good faith, We will refund You any prepaid fees covering the remainder of the Subscription Term for the nonconforming Service and terminate Your access to and use of the affected Service for which You have received the refund. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

9.2 WE SHALL HAVE NO SUPPORT OR INDEMNIFICATION OBLIGATIONS OR LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE). WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT.

9.3 WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES TO THE EXTENT SUCH ISSUES ARISES FROM YOUR ACTIONS, THIRD PARTY CONNECTORS, OR ANY SERVICES PROVIDED BY THIRD PARTIES.

10. Termination.

We are entitled to integrate technical features into the Services which allow Us to verify Your compliance with this Agreement. Without prejudice to any other rights or remedies to which We may be entitled, We may terminate Your Subscription without liability to You at any time with immediate effect upon written notice if You are in material breach of Your obligations under this Agreement and, in the case of a breach which is capable of remedy, You fail to remedy such breach within thirty (30) days of notice of the breach. Upon termination, You shall immediately cease any and all use of the Services and destroy (or at Our request return) any of Our Confidential Information related hereto.

11. Early Adopter Features.

You may be invited to use certain Early Adopter Features during the Subscription. The provision of such Early Adopter Features shall be governed by a separate agreement between You and Us.

12. Celonis and User-developed Apps

12.1 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:

- a) 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
- b) 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.

12.2 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.

12.3 TO THE EXTENT YOU USE ANY USER-DEVELOPED APPS DEVELOPED BY OTHER PLATFORM USERS, OR ANY CELONIS MATERIALS YOU ACKNOWLEDGE AND AGREE THAT:

- a) ALL USER-DEVELOPED APPS AND CELONIS 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.
- b) FOR THE AVOIDANCE OF DOUBT, THE USER-DEVELOPED APPS AND CELONIS MATERIALS ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR AVAILABILITY COMMITMENTS TO WHICH THE SERVICES OR PLATFORM MAY BE SUBJECT .
- c) 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 CELONIS 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.

12.4 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.

13. Export.

The Services (and derivatives thereof) may be subject to export laws and regulations of the United States and other jurisdictions ("Export Laws"). You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws or (ii) permit access to or use the Services in or from a U.S.-embargoed country or region. We may block, restrict, limit or suspend access to the Services by anyone that is subject to any applicable sanctions or embargoes.

14. Governing Law.

Excluding conflict of laws rules, this Agreement shall be governed by the laws of state of New York and the parties submit to exclusive jurisdiction of the courts located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement. In the event of a conflict between any mandatory statutory law in the country where You are domiciled and the provisions of this Agreement, the statutory law shall prevail, but only to the extent: (i) such statute is directly applicable to You and to the Services, and (ii) the parties are legally unable to contractually deviate from such statute(s) in this Agreement.

15. General Terms.

15.1 **Subcontractors.** We may subcontract all or part of the Services to qualified third parties specified, to Our Affiliates and as otherwise agreed by You in writing. We remain liable for any subcontractors used in the performance of Our obligations under the Agreement.

15.2 **Assignment.** You may not assign or otherwise transfer this Agreement (in whole or in part) without Our prior written consent. Any attempt by You to otherwise transfer or assign this Agreement will be null and void.

15.3 **Independent Contractors.** The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between You and Us.

15.4 **Reference Customer.** You agree that We may disclose You as a customer of Ours and use Your name and logo on Our website and in Our promotional materials.

15.5 **Third Party Beneficiaries.** Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.

15.6 **Entire Agreement and Amendments.** This Agreement, as may be updated from time-to-time and posted at www.make.com, constitutes the entire agreement between the parties regarding Your use of and access to the Services and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof.

15.7 **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.

15.8 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.9 **Notices.** All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. E-mails to Us shall be directed to Our Chief Legal Officer at (legal@celonis.com), and e-mails to You shall be sent to the email address You provided during the subscription onboarding.

15.10 **Surviving Provisions.** The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration.

15.11 **Language.** Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

Annex A

Definitions

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with Us, but only for so long as such control exists. As used here, "Control," means direct or indirect ownership or control of more than 50% of the voting interests.
2. **"Agreement"**: this Master Services Agreement for Make and any terms and conditions specifically referenced in this Agreement.
3. **"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 on the Platform.
4. **"Celonis Materials"**: any software, programs, tools, systems, data, Celonis Connectors, Confidential Information, Early Adopter Features, Celonis-developed apps or other materials made available by Us to You under this Agreement, which does not include the Platform.
5. **"Confidential Information"**: any information disclosed to a party by the other party concerning the business and/or affairs of the other party, including but not limited to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within a reasonable period of time after disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure.
6. **"Customer Data"**: the (i) data and information provided by You to Us and/or input, uploaded and/or shared by You for the purpose of using the Cloud Service or facilitating Your use of the Services, or (ii) data You collect and process through Your use of the Cloud Service, in each case excluding

aggregated and anonymized information collected, processed or disclosed pursuant to the terms of this Agreement.

7. **“Customer Materials”**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us pursuant to facilitating Your use of the Services, including Customer Data and Output.
8. **“Data Protection Laws”**: all applicable laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Data.
9. **“Documentation”**: the then-current product description of the applicable Services, as made available by Us on the Make website found at <https://www.make.com/en/terms-and-conditions> and incorporated herein by reference.
10. **“Early Adopter Features”**: any pre-general availability (pre-GA) products or features provided to You as part of a trial or feedback initiative that are clearly designated as beta, pilot, limited release, non-production or by a similar description.
11. **“Malware”**: any program or device (including any software, code or file) which is intended to prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including without limitation worms, trojan horses, viruses, ransomware, trap doors and other similar malicious devices.
12. **“Output”**: means any content in the form of files and/or images generated by the Service that, as part of the documented functionality of the Service, are exported, printed, downloaded and/or extracted from the Service by You during the Subscription Term.

13. **“Personal Data”**: any data and information relating to an identified or identifiable living person as defined under applicable Data Protection Laws.
14. **“Platform”**: Celonis’ Make-branded software platform and related interfaces that allows You to integrate applications and automate workflows.
15. **“Proprietary Rights”**: rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.
16. **“Representatives”**: of a party are its and its Affiliates’ employees, officers, directors, advisers, agents and subcontractors.
17. **“Subscription”**: Your use of and access to the Services in accordance with this Agreement.
18. **“Subscription Fees”**: the Fees payable for access to the Services as set out in the Platform.
19. **“Subscription Term”**: the period of time You pay for access to and use of the Services.
20. **“Taxes”**: All direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes.
21. **“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 Platform.