



Annex C Reselling Exception

As per the specifications in the respective Order, the Agreement includes the following reselling exception (the “**Reselling Exception**”) which allows You to transfer the licensed rights as set out in the Order to the entity specified in the respective section of the Order Form (the “**End Customer**”).

The Reselling Exception is granted in accordance with the following terms which shall prevail over the remaining provisions of the Agreement in the event of a conflict:

1. Unless stated otherwise in this Annex, the definitions used in below terms are those specified in **Annex A** of the Agreement.
2. You shall not use the Celonis Software. You are granted the right to sub-license the Celonis Software to the End Customer only and strictly under the Terms of the Agreement between You and Us and the accepted Order. The Intellectual Property Indemnity provided under Section 9 of the Terms shall apply for Your benefit but only to the extent necessary to facilitate the rights of the End Customer.
3. You shall require and ensure that End Customer executes and complies with a written license agreement with You that includes at a minimum the terms and conditions upon which the license to Celonis Software is granted by You to the End Customer and any such additional terms as identified in the Order Form. For these purposes, it shall be understood that the right to use the Celonis Software granted to End Customer by You shall (i) in no event exceed any of the rights granted in the Agreement, (ii) substantially alter or limit Your and/or Our rights to audit End Customer’s use of the Celonis Software as defined in the Agreement; and (iii) include Us as a third party beneficiary of the End Customer license agreement.
4. You will be liable for any acts or omissions of End Customer to the extent these also constitute breaches of the Agreement, including any breaches of the End Customer license agreement to which We are a third-party beneficiary.
5. For the purpose of clarification any commitments entered into by You vis-à-vis the End Customer that are in excess of the rights granted in the Agreement are invalid as between the Parties to this Agreement, unless You have received prior written approval from Us to include such variances. You shall be solely responsible for any claims, warranties or representations made by End Customer or its Representatives which differ from the Agreement.

6. Any Support Services are provided by Us to You as described in the Support Services Description and will be passed on by You to End Customer in Your own name and on Your own account as part of the Service provided to the End Customer. Accordingly, also as regards any Support Services, warranties or representations which You offer to End Customer in excess of or deviation from the scope of the Support Services Description between You and Us, You shall be solely responsible for any claims, warranties or representations made by End Customer or its Representatives which differ from the Support Services Description, unless You have received prior written approval from Us to include such variances.
7. You shall provide the Support Services for the End Customer with due care, skill and ability and to a professional standard no less than and in accordance with that contained in the Support Services Description, but in any event in a manner that does not reflect unfavorably on the good standing of Us as a diligent provider of software and services.