C3.ai

C3 AI DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") forms part of the End User License Agreement ("Agreement") between: (i) Customer ("Customer" or "You") acting on its own behalf and as agent for each Customer Affiliate; and (ii) C3.ai, Inc. ("C3" or "Us") acting on its own behalf and as agent for each C3 Affiliate, and shall apply to any Customer Personal Data submitted by or on behalf of Client for evaluation with the C3 AI Software.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added to the Agreement. Except where the context requires otherwise, references in the DPA to the Agreement are to the Agreement as amended by, and including, this DPA.

1. Definitions

1.1 In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- "**Authorized Affiliate**" means any of Customer's Affiliate(s) which is permitted to use the C3 AI Services or C3 AI Software pursuant to the Agreement between Customer and C3 AI.

- **"C3 AI Group"** means C3 AI and its Affiliates engaged in the Processing of Customer Personal Data.

- **"Customer Personal Data"** means Personal Data included in the "Customer Data" (as such term is defined in the Agreement).

- **"Data Protection Laws and Regulations"** means all laws and regulations, including laws and regulations of the United States, European Union and their Member States and the United Kingdom, applicable to the Processing of Personal Data under the Agreement, including (i) the GDPR; (ii) the Federal Act on Data Protection of 19 June 1992 (Switzerland FADP); (iii) the California Consumer privacy Act of 2018, as amended from time to time including by the California Privacy Rights Act [1798.100 - 1798.199], and its implementing regulations (the "**CCPA**"); and (iv) the Virginia Consumer Data Protection Act, as amended from time to time, and the Personal Information Protection and Electronics Documents Act of Canada (PIPEDA).

- "**Data Transfer**" means (1) a transfer of Customer Personal Data from the Customer or any Customer Authorized Affiliate to a C3 AI Group member or a Sub-processor; or (2) an onward transfer of Customer Personal Data from a C3 AI Group member to a Sub-processor, or between two establishments of a Sub-processor, in each case, where such transfer originates from the European Union, to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories.

- "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**EU GDPR**"), and the "**UK GDPR**" (the EU GDPR as incorporated into UK law by the UK Data Protection Act 2018 and amended by the Data Protection, Privacy and

Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (each as amended or replaced from time to time)).

- **"Standard Contractual Clauses"** or **"SCCs"** means with respect to Member States of the European Economic Area ("EEA"), Switzerland and Brazil, the standard contractual clauses adopted by the European Commission as of June 4, 2021, the text of which is available at: https://eurlex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN ("**EU Standard Contractual Clauses**"), and with respect to the United Kingdom, the EU Standard Contractual Clauses supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, the text of which is available at: https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf ("**International Data Transfer Addendum**") (together with the EU Standard Contractual Clauses, the "**UK Standard Contractual Clauses**"), including any updated, amended, or subsequent version thereof approved by the respective data protection authority.

- **"Sub-processor"** means any Processor engaged by C3 AI or a member of the C3 AI Group and that Processes Customer Personal Data.

- **"Technical Specification C3001: C3 AI Suite, Applications, and Data Security"** means the Security, Privacy and Architecture Documentation applicable to the specific C3 AI Services and C3 AI Software purchased by Customer, as updated from time to time.

1.2 The terms "**Business,**" "**collect**," "**Commercial Purpose,**" "**Consumer**," "**Controller**," "**Data Subject**," "**Member State**," "**Personal Data**," "**Personal Data Breach**," "**Processing**," "**Processor**," "**sell**," **"Service Provider,**" "**share**," "**Supervisory Authority,**" and "**Verifiable Consumer Request**," shall have the same meaning as in the applicable Data Protection Laws and Regulations. For avoidance of doubt, the term "**Personal Data**" also includes "personal information," "personally identifiable information," and any similar term used in Data Protection Laws and Regulations.

2. Processing of Customer Personal Data

2.1 **Roles of the Parties.** The Parties acknowledge and agree that if Customer's use of the C3 AI Services or C3 AI Software requires the Processing by C3 AI of Customer Personal Data, Customer shall be the Controller (or Business), C3 AI shall be the Processor (or Service Provider) and the terms of this DPA shall apply to such Processing.

2.2 **Processing of Personal Data by Customer.** Customer shall, in its use of the C3 AI Services or C3 AI Software, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of processing Customer Personal Data, and the means by which Customer acquired Personal Data.

2.3 **Processing of Personal Data by C3 AI.** C3 AI shall treat Customer Personal Data as confidential information and shall only Process Customer Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the C3 AI Services or C3 AI Software; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 **Details of the Processing.** The nature and subject-matter of Processing of Customer Personal Data by C3 AI is the performance of the C3 AI Services and C3 AI Software pursuant to the Agreement. The duration of the Processing is the duration of the Agreement and applicable Order Form(s), unless otherwise agreed by the in writing. The categories of Data Subjects and types of Personal Data Processed under this DPA are as notified

in advance by Customer to C3 AI, and the extent of which is determined and controlled by Customer in its sole discretion.

2.5 **Appropriateness of C3 Software and Services.** Customer acknowledges that it has assessed the C3 Software, C3 Services, and applicable security measures implemented by C3 AI, and that Customer considers the C3 Software, C3 Services and the security measures to be appropriate taking into account the risk, likelihood, and severity for the rights and freedoms of Data Subjects resulting from the Processing of Customer Personal Data and, as between the Parties and the Data Subjects and Supervisory Authorities, Customer is solely responsible for such determination of appropriateness.

2.6 **CCPA Service Provider Obligations.** Each party hereto shall comply with all applicable sections of the CCPA and take all actions necessary to enable the other party to comply with its obligations thereunder. Without limiting the foregoing, C3 AI expressly acknowledges and agrees that:

(a) C3 AI is acting as a service provider to Customer in connection with its provision of services to Customer pursuant to the Agreement;

(b) C3 AI shall not sell or share personal information it collects pursuant to the Agreement;

(c) the business purpose for which C3 AI is processing personal information pursuant to the Agreement is solely for the provision of services to Customer specifically described in the Agreement, and Customer is disclosing personal information to C3 only for such limited business purpose;

(d) C3 AI shall not retain, use, or disclose personal information it collects pursuant to the Agreement for any purpose other than to provide the services in accordance with the Agreement or as otherwise permitted by the CCPA;

(e) C3 AI shall not retain, use, or disclose personal information it collects pursuant to the Agreement for any commercial purpose other than to provide the services thereunder, unless expressly permitted by the CCPA;

(f) C3 AI shall not retain, use or disclose personal information it collects pursuant to the Agreement outside the direct business relationship between C3 AI and Customer, unless expressly permitted by the CCPA;

(g) C3 AI shall not combine the personal information it receives from or on behalf of Customer with personal information C3 AI receives from or on behalf of another person or persons, or collects from its own interaction with a consumer;

(h) C3 AI shall provide the same level of privacy protection as required of businesses by the CCPA;

(i) C3 AI grants Customer the right to take reasonable and appropriate steps to ensure that C3 AI uses the personal information that it collects pursuant to the Agreement in a manner consistent with Customer's obligations under the CCPA, which may include vulnerability scans of C3 AI's system and regular internal or third-party assessments, audits, or other technical and operational testing in accordance with Section 10 hereof;

(j) C3 AI will promptly notify Customer if C3 AI determines that it can no longer meet its obligations under the CCPA and upon such notice Customer may immediately terminate the Agreement upon notice to C3 AI;

(k) C3 AI will enable Customer to comply with consumer requests made pursuant to the CCPA.

C3 AI and Customer expressly acknowledge and agree that Customer is not providing any Personal Information to C3 AI as part of any sale or for monetary or any other valuable consideration.

3. C3 AI and C3 AI Affiliate Personnel

C3 AI and each C3 AI Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any C3 AI Group member who has access to the Customer Personal Data, ensuring in each case that access is limited to those individuals who need to know / access the relevant Customer Personal Data, as necessary for the purposes of the Agreement, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 **Controls for the Protection of Customer Data.** C3 AI shall maintain technical and organizational measures for protection of the security, confidentiality and integrity of Customer Data, as set forth in the Annex II (TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA). C3 AI regularly monitors compliance with these measures.

5. Sub-processing

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) C3 AI's Affiliates may be retained as Sub-processors; and (b) C3 AI and C3 AI's Affiliates respectively may engage third-party Subprocessors in connection with the provision of the C3 AI Services and C3 AI Software, subject to this Section 5. Prior to providing any Sub-processors' access to or processing of Customer Data C3 AI or a C3 AI Affiliate has entered or will enter into a written agreement with each Sub-processor (i) containing data protection and confidentiality obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-processor; (ii) permitting Sub-processor to access and use Customer Data only to deliver the services such Sub-processor is retained to provide and (iii) prohibiting use of Customer Personal Data by sub-processor for any other purpose; and (iv) requiring Sub-processor to adhere to substantially the same data protection obligations as those binding C3 AI under this DPA and (if applicable) the SCCs. Where the SCCs apply, the Parties agree to use "Option 2" in clause 9 of the SCC.

5.2 **List of Current Sub-processors and Notification of New Sub-processors.** The current list of Sub-processors for the C3 AI Services and C3 AI Software is attached to this DPA. C3 AI shall provide at least 30 days prior notification to Customer of a new Sub-processor (in accordance with clause 9(a) of the SCCs if applicable) before authorizing any new Sub-processor to Process Customer Personal Data in connection with the provision of the applicable C3 AI Services or C3 AI Software.

5.3 **Objection Right for New Sub-processors.** Customer may object to C3 AI's use of a new Sub-processor on compelling grounds relating to personal data protection by notifying C3 AI promptly in writing within ten (10) business days after receipt of C3 AI's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, C3 AI will, in its sole discretion, either (i) use reasonable efforts to make available to Customer a change in the applicable C3 AI Services or C3 AI Software, (ii) recommend a commercially reasonable change to Customer's configuration or use of the C3 AI Services or C3 AI Software to avoid Processing of Customer Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer, or (iii) propose an alternate Sub-processor.

5.4 **Liability**. C3 AI will remain liable to Customer for (i) its obligations under this DPA even if such obligations are delegated to a Sub-processor, including the proper and timely performance of services, and (ii) the acts or omissions of any person or entity to which C3 AI delegates any such obligation in its performance of the delegated obligation.

6. Data Subject Rights

6.1 **Notification**. C3 AI shall, to the extent legally permitted, promptly notify Customer if C3 AI receives a request from a Data Subject to exercise the Data Subject's rights of access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, as well as its right not to be subject to an automated individual decision making ("**Data Subject Request**").

6.2 **Assistance.** Taking into account the nature of the Processing, C3 AI shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the C3 AI Services or C3 AI Software, does not have the ability to address a Data Subject Request, C3 AI shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent C3 AI is legally permitted to do so and if the response to such Data Subject Request is required under Data Protection Laws and Regulations. Customer shall be responsible for any costs arising from C3 AI's provision of any such assistance.

7. Personal Data Breach

7.1 C3 AI maintains security incident management policies and procedures specified in the Technical Specification C3001: C3 AI Suite, Applications, and Data Security and shall notify Customer without undue delay upon C3 AI or any Sub-processor becoming aware of a Personal Data Breach affecting Customer Personal Data by providing Customer with available information to help Customer meet its obligations under the Data Protection Laws and Regulations to report or inform the Supervisory Authority and Data Subjects of the Personal Data Breach.

7.2 C3 AI shall reasonably cooperate with Customer and take such reasonable commercial steps to investigate, mitigate and remediate each such Personal Data Breach, to the extent the remediation is within C3 AI's reasonable control. Customer shall be responsible for any costs arising therefrom with respect to incidents that are caused by Customer or Customer's Users.

8. Data Protection Impact Assessment and Prior Consultation

If, pursuant to Data Protection Laws and Regulations, Customer (or its Controllers) is required to perform a data protection impact assessment or prior consultation with a regulator, upon Customer's request, C3 AI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the C3 AI Services and C3 AI Software, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to C3 AI. C3 AI shall provide reasonable assistance to Customer with respect to the latter's cooperation or prior consultation with the Supervisory Authority and/or applicable regulator(s) in the performance of its tasks relating to a data protection impact assessment. Customer shall be responsible for any costs arising from C3 AI's provision of such assistance.

9. Return and Deletion of Customer Personal Data

9.1 Upon written request to C3 AI within thirty (30) days of the date of cessation of any C3 AI Services or C3 AI Software involving the Processing of Customer Personal Data (the "**Cessation Date**"), C3 AI will make available to Customer a complete copy of all Customer Personal Data in the then-current format in which it is stored.

9.2 After a 30-day period following the Cessation Date, C3 AI will permanently and irretrievably delete and procure the deletion of all copies of those Customer Personal Data Processed by C3 AI and any Sub-processor to the extent allowed by applicable law, in accordance with the procedures specified in the Technical Specification C3001: C3 AI Suite, Applications, and Data Security.

9.3 The Parties agree that the certification of deletion of Customer Personal Data that is described in Clause 8 and 16 of the Standard Contractual Clauses shall be provided by C3 AI to Customer only upon Customer's request.

10. Audit rights

10.1 **Third-Party Certifications and Audits.** C3 AI has obtained the third-party certifications and audits set forth in the Technical Specification C3001: C3 AI Suite, Applications, and Data Security.

10.2 C3 AI uses external auditors to verify the adequacy of its security measures. This audit: (a) is performed at least annually; (b) is performed according to international standards (ISO 27001 standards or substantially equivalent alternatives); (c) is performed by independent third party security professionals selected by C3 AI and at C3 AI's expense; and (d) results in the generation of an audit report ("**Report**"), which will be C3 AI's Confidential Information.

10.3 Upon Customer's written request at reasonable intervals not to exceed annually, and subject to the confidentiality obligations set forth in the Agreement, C3 AI shall make available to Customer information regarding C3 AI's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Technical Specification C3001: C3 AI Suite, Applications, and Data Security, and the then-current confidential Report, so that Customer can reasonably verify C3 AI's compliance with its obligations under this DPA.

10.4 Customer agrees to exercise any right it may have to conduct an audit or inspection, including as applicable under the Standard Contractual Clauses, by instructing C3 AI to carry out the audit described in this Section 10. Nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

11. Data Transfers

11.1 **Data Transfers.** If the services and/or products provided by C3 AI under the Agreement involve an international transfer of Customer Personal Data between the Parties such transfer shall be in compliance with applicable Data Protection Laws and Regulations. If the Customer Personal Data transferred is governed by the GDPR, such transfer shall only occur subject to the conditions set out in section 11.3 and 11.4. For transfers of Customer Personal Data from the United Kingdom Section 11.2 shall apply.

11.2 **UK Standard Contractual Clauses**. Parties agree that the SCCs supplemented by the International Data Transfer Addendum to the EU SCCs as provided by the UK ICO shall apply to transfers of Customer Personal Data from the United Kingdom, with Annex IA, Annex IB, Annex II and Annex III to this Agreement providing the relevant information where necessary.

11.3 **Standard Contractual Clauses.** Depending on the circumstances of the transfer of Customer Personal Data, the Parties agree for transfers of Customer Personal Data from Customer or its Affiliates established in the EEA or Switzerland, as a data controller, to C3 AI established in a country outside the EEA, that the Controller to Processor Clauses of the SCCs shall apply. The Controller to Processor Clauses will only apply to Customer Personal Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for Personal Data. Customer Personal Data that C3 AI processes on Customer's behalf may only be disclosed to a third party located outside the EEA in accordance with clause 8.8 of the Controller to Processor Clauses.

11.4 **Instructions.** This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to C3 AI for the Processing of Customer Personal Data. For the purposes of the Standard Contractual Clauses, instructions by the Customer to Process Personal Data are described in Section 2.3 of this DPA.

11.5 **Sub-processors.** Where the SCCs apply: (i) the Parties agree to use "Option 2" in clause 9, and (ii) Customer acknowledges and expressly agrees that C3 AI may use and/or engage Sub-processors as described in Section 5 of this DPA.

11.6 **Audits.** Where the SCCs apply: (i) the Parties agree that the audits mentioned in the Standard Contractual Clauses shall be carried out as described in Section 10 of this DPA; and (ii) to the extent Company's audit requirements under the SCCs or Data Protection Laws cannot reasonably be satisfied through the Report, any other audit reports or other information C3 AI makes generally available to Customer, C3 AI will promptly respond to Customer's additional audit instructions.

12. General Terms

Governing law and jurisdiction

12.1 Without prejudice to Clauses 17 (Governing Law) and 18 (Choice of forum and jurisdiction) of the Standard Contractual Clauses:

12.1.1 the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2 this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

Order of precedence and severance

12.2 In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail.

12.3 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

List of Attachments

Annex I: Details of Processing of Personal Data

Annex II: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Annex III: List of Sub-Processors

ANNEX I

A. LIST OF PARTIES

- Data exporter(s)/Controller: Customer is the data exporter/controller and user of services rendered by, and/or products provided under the DPA and Agreement.

  Name of the data exporting organization: Customer Address:

  As specified in the Agreement.

  Contact person's name, position and contact details: Contact details for the data exporter are specified in the Agreement. Details about the data exporter's data protection officer are available to the data importer in the administrator panel (where such details have been provided by the data exporter).

  Activities relevant to the data transferred under these Clauses: The data importer provides the Services to the data exporter in accordance with the Agreement.

  Signature and date: The Parties agree that execution of the Agreement by the data importer and the data exporter shall constitute execution of these Clauses as of the Terms effective date of the Agreement.

- Data importer(s)/Processor:
  C3.ai, Inc. is the data importer/Processor and provider of the services and/or products provided under the DPA and Agreement.

  Address: 1400 Seaport Blvd, Redwood City, CA 94063

  Contact person's name, position and contact details: Andrew Thomases, General Counsel, 650-503-2200, C3Legal@C3.ai

B. DESCRIPTION OF TRANSFER

In the event Customer requires C3 AI to process personally identifiable information, then Customer will notify C3 AI in writing prior to providing Us any access to any such personal information. Customer will not provide any information that is considered protected health information under HIPAA, except pursuant to a separate Business Associate Agreement mutually agreed to in writing between the Customer and C3 AI. Customer will not instruct or cause C3 AI to perform any Processing of Personal Data that violates any Data Protection Laws and Regulations. C3 AI may suspend Processing based upon any Customer instructions that C3 AI reasonably suspects violate Data Protection Laws and Regulations. Subject to the cooperation of C3 AI as specified in this DPA, Customer will be solely responsible for safeguarding the rights of Data Subjects, including determining the adequacy of the security measures in relation to Personal Data, performing any necessary risk assessments and determinations, and providing any necessary notice to or obtaining any necessary consent from Data Subjects regarding the Processing.

Subject matter, Nature and Purpose of Processing: C3 AI will Process Customer Personal Data as notified by Customer to perform the C3 AI Services and provide the C3 AI Software pursuant to the Agreement.

Obligations and rights of Customer: The obligations and rights of Customer are set out in the Agreement and this DPA.

Duration of Processing: Subject to notification by Customer and Section 9 of this DPA, C3 AI will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects: Customer must notify and specify categories of personal data prior to processing by the C3 AI Services and C3 AI Software, the extent of which is determined and controlled by Customer in its sole discretion.

Type of Personal Data: Customer must notify and specify categories of personal data prior to processing by the C3 AI Services and C3 AI Software, the extent of which is determined and controlled by Customer in its sole discretion.

Restrictions Customer shall not use any PII of C3 AI or its employees outside the scope or purpose of the engagement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

The Irish Supervisory Authority – The Data Protection Commission, unless the data exporter notifies the data importer of an alternative competent supervisory authority from time to time in accordance with the Agreement.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organizational security measures implemented by the data importer:

The C3 AI Platform (formerly the C3 AI Suite) and C3 AI Applications employ advanced analytics and machine learning at scale to deliver real-time or near real-time actionable insights for enterprise business imperatives. C3 AI understands that the security, confidentiality, integrity, and availability of the C3 AI Platform and the C3 AI Applications are important to customers.

Protecting Your data is a joint responsibility between you and C3 AI. C3 AI's platform is built with security to protect your data and applications. You can also implement your own security scheme to reflect the structure and needs of your organization. C3 AI delivers a unified, cohesive suite of products through a scalable and secure hosting model:

C3 AI products are delivered as hosted PaaS and SaaS offerings deployed in secure Virtual Private Clouds. This provides system scalability and data security combined with low overall cost of ownership.

C3 AI implements a rigorous Cyber Security Program to protect critical systems and information assets, constantly monitoring and improving applications, systems, and processes to meet the growing demands and challenges of security. Security of C3 AI's hosting operations and C3 AI Platform has been validated in production deployments for leading utility operators and large commercial and industrial organizations around the world.

C3 AI will maintain appropriate technical and organizational measures for protection of the security, confidentiality, and integrity of Customer Data, as set forth in the Technical Specification C3001: C3 AI Suite, Applications, and Data Security. The full text of C3 AI's Technical Specification C3001: C3 AI Suite, Applications, and Data Security to protect Customer Data is available to Customers upon request.

ANNEX III

LIST OF SUB-PROCESSORS

C3 AI is a Data Processor or Sub-processor and engages certain onward Sub-processors that may process Customer Personal Data submitted to C3 AI's Software and C3 AI Services by the Controller. The Sub-processors are listed below are for C3 AI's default offerings. This list may be updated by C3 AI from time to time as described in this DPA.

Sub-Processor	**Purpose**	**Location**	**PII**
Amazon AWS	Cloud Hosted Infrastructure and Data Hosting	United States, EMEA (customer's option)	Customer Data
Microsoft Azure	Cloud Hosted Infrastructure and Data Hosting	United States, EMEA (customer's option)	Customer Data
Google Cloud	Cloud Hosted Infrastructure and Data Hosting	United States, EMEA (customer's option)	Customer Data
Atlassian	Customer Service & Support	United States	User IDs
BGP Management	Customer Service & Support	Italy	Per ticket
CCube SHPK	Customer Service & Support	Albania	Per ticket
Civilized Discourse Construction Kit, Inc.	Customer Service & Support	United States	Per ticket
Fractal Analytics	Security of Services & Performance Monitoring	United States, India	Per ticket
Reply S.p.A.	Customer Service & Support	Europe	Per ticket
ORTEC INT. USA, INC.	Customer Service & Support	United States, Europe	Per ticket
Pariveda Solutions	Customer Service & Support	United States	Per ticket
Paradyme Management	Customer Service & Support	United States	Pet ticket
Pendo	Security of Services & Performance Monitoring	United States	User IDs
Zendesk	Customer Support Ticketing Analysis	United States	User IDs
Optional			
GitHub	Code hosting platform for Customer-built Extensions	United States	User IDs
Okta	Security of Services & Performance Monitoring	United States	User IDs
Splunk	Logging Pipeline for Security Log, Storage, and Search	United States	User IDs