C3 AI END USER LICENSE AGREEMENT

THIS C3 AI END USER LICENSE AGREEMENT ("**Agreement**") governs Your acquisition and use of the C3 AI Software and C3 AI Services. If You are entering into this Agreement on behalf of an entity, You represent and warrant that You have the legal authority to enter into this Agreement and bind such entity to its terms and conditions. The terms "You" and "Your" shall refer to such entity accepting this Agreement, and the terms "We," "Us" and "Our" shall refer to C3.ai, Inc. If You do not accept the terms and conditions of this Agreement, then You cannot use the C3 AI Software and/or C3 AI Services.

This Agreement is effective between You and Us as of the date of your underlying purchase of the C3 AI Software and/or C3 AI Services. We reserve the right to modify the terms and conditions of this Agreement or its policies relating to the C3 AI Software and C3 AI Services at any time, effective upon posting of an updated version of this Agreement on the applicable site. Continued use of the C3 AI Software and C3 AI Services after any such changes shall constitute Your consent to such changes.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

"**Authorized Marketplace**" means an online or electronic marketplace operated or controlled by a third party where We have authorized the marketing and distribution of the C3 AI Software or C3 AI Services.

"**C3 AI Documentation**" means the user documentation made available to You by Us for the C3 AI Software, as may be updated by Us from time to time.

"**C3 AI Materials**" mean (a) C3 AI Software and C3 AI Documentation; (b) Our intellectual property existing prior to the Agreement; (c) intellectual property created by Us independently of the Agreement; (d) Our training materials related to the C3 AI Software; (e) the results of C3 AI Services; (f) Center of Excellence Software Contributions; (g) derivative works of any C3 AI Materials; and (h) any and all other intellectual property designed or developed by or on behalf of Us to provide features or capabilities in the C3 AI Software, including, where applicable, to enable specific capabilities in Customer Applications or Customer Extensions.

"**C3 AI Runtime**" means the virtual CPUs or vGPUs ("**vCPUs**") used by the C3 AI Software, Customer Applications, or Customer Extensions in any Deployment Environment.

"**C3 AI Services**" mean C3 AI Support Services, C3 AI training, and other similar services that We provide to You, and as may be described herein or in the Product-Specific Terms.

"**C3 AI Software**" means software that You order from Us including, as applicable, any of Our software application(s) (a "**C3 AI Application**"), the C3 AI Platform, and any development and integration tools and components.

"**Customer Application**" means a software application that You operate on the C3 AI Platform that is independently developed by You without the design, development, or testing assistance of Our personnel, but not including any C3 AI CoE Software Contributions (as defined in the Product-Specific Terms).

"**Customer Data**" means all electronic data and electronic information submitted by or for You, excluding C3 AI Materials, to be processed on or by the C3 AI Software.

"**Customer Extensions**" mean modifications to add data sources to a C3 AI Application that are independently created by or for You without the design, development, or testing assistance of Our personnel, but not including C3 AI CoE Software Contributions (as defined in the Product-Specific Terms).

"**Customer Materials**" mean Customer Data, Customer Applications, and Customer Extensions and other materials designated as Customer Materials in Product-Specific Terms, if any.

"**Deployment Environment**" means the environments (e.g., development (DEV), testing (QA), production (PROD), etc.) into which the C3 AI Software, Customer Applications, and Customer Extensions are deployed on the Deployment Infrastructure.

"**Deployment Infrastructure**" means the infrastructure on which the C3 AI Software will be deployed.

"**Intellectual Property Rights**" mean current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights of any type under the laws of any governmental authority, including without limitation rights in the applications and registrations relating to the foregoing.

"**Order**" means an ordering document or online order specifying the C3 AI Software or C3 AI Services You or any of Your Affiliates are purchasing, including any addenda and supplements.

"**Operational Control**" means the C3 AI Operational Controls Description detailing the roles and responsibilities of You and Us in the deployment of the C3 AI Software in the Development Infrastructure or any successor or related locations designated by Us, as they may be updated by Us from time to time.

"**Product-Specific Terms**" means the C3 AI Product-Specific Terms for specific C3 AI Software or C3 AI Services You order or any successor or related locations designated by Us, as they may be updated by Us from time to time.

"**Subscription Term**" means the term of Your subscription to the C3 AI Software and/or C3 AI Services, as specified in the applicable Order.

"**Third Party Offering**" means any software or services that You license or procure from a third party that You use in connection with, or which interoperates with, any C3 AI Software.

"**User**" means a named individual employee or contractor of Yours or of Your Affiliates for whom You have purchased a subscription, who is authorized by You to access or use C3 AI Software, and to whom You (or, when applicable, We at Your request) have supplied a user identification and password. You may not name as a User, and Users shall not include, individuals involved in the design or development of products or services that are intended to be competitive with the C3 AI Software, C3 AI Materials, or C3 AI Services, whether for Your use or for that of any third party.

2. USE OF OUR SERVICES

2.1. Our Responsibilities.

2.1.1. **Provisioning of the Services**. Subject to the terms of this Agreement, We will activate a URL to permit You to access the C3 AI Software specified in the Order in Our hosting services account, at which time the C3 AI Software is automatically deemed accepted. If the Deployment Infrastructure is not Our hosting services account: (a) the C3 AI Software will be available in Our hosting services account until an instance of the applicable C3 AI Software is installed in the Deployment Infrastructure, at which time We will suspend access to the instance of the C3 AI Software deployed in Our hosting services account; and (b) subject to Your ongoing compliance with the Agreement, We grant to You a non-exclusive, non-transferable, and non-

sublicensable right during the Subscription Term to install the C3 AI Software on the Deployment Infrastructure for the limited purpose set forth in this Agreement.

2.1.2. **C3 AI Support Services**. During the Subscription Term for any C3 AI Software as set forth in the applicable Order, and subject to Customer's compliance with the Agreement, C3 AI will provide the C3 AI Support Services, which are described in the C3 AI Support Services Description or any successor or related locations designated by C3 AI, as may be updated by C3 AI from time to time.

2.1.3. **Service Level Agreement**. During the applicable Subscription Term, C3 AI will use commercially reasonable efforts to make the C3 AI Software available as set forth in the C3 AI Service Level Agreement, or any successor or related locations designated by C3 AI, as may be updated by C3 AI from time to time.

2.2. **License**. Upon the effective date of the applicable Order, and subject to the terms of any applicable Order, We grant to You a non-exclusive, non-transferable, and non-sublicensable right, during the Subscription Term, to:

(a) Permit an unlimited number of Users to use the C3 AI Platform in the Deployment Environment in accordance with the C3 AI Documentation solely to develop and use Customer Applications for Your internal use;

(b) Permit an unlimited number of Users to use the C3 AI Application(s) in the Deployment Environment in accordance with the C3 AI Documentation and to develop Customer Extensions for Your internal use, provided that (i) the functionality of the C3 AI Application must remain within its published specifications; and (ii) Your use of the C3 AI Application must remain within the scope of the license granted under the Agreement.

2.3. **Your Responsibilities**.

2.3.1. **Hosting Services**. If You contract for the Deployment Infrastructure with a hosting services provider, then You will: (a) create an account with the hosting services provider; (b) provide Us with complete and accurate information regarding the account and keep the information complete and accurate at all times; (c) cooperate with Us as reasonably necessary to facilitate the timely installation of the C3 AI Software in accordance with the applicable C3 AI Installation Guide(s), available at https://c3.ai/legal, or any successor or related locations designated by Us, as they may be updated by Us from time to time. If You require Our assistance to install the C3 AI Software other than in accordance with the C3 AI Installation Guides, We may require You to pay additional fees, unless otherwise stated in Your Order.

2.3.2. **Security**. You are responsible for (a) maintaining the security of Your hosting services account (for example, any applicable login credentials or security keys); (b) all activities that occur under Your account; and (c) any other actions taken in connection with Your account. We are not responsible for unauthorized access to Your account. You will notify Us promptly if You believe there has been unauthorized access to or use of Your account.

2.3.3. **Usage Responsibilities**. You will (a) be responsible for Users' and any third party granted access to C3 AI Materials by You; (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which You acquired Customer Data, and obtaining adequate permissions to process such Customer Data with the C3 AI Software; (c) use commercially reasonable efforts to prevent unauthorized access to or use of C3 AI Materials, and notify Us promptly of any such unauthorized access or use; (d) use C3 AI Materials only in accordance with this Agreement, the C3 AI Documentation, and applicable laws and government regulations; (e) be solely responsible for procuring Your own code repository and business intelligence tools; (f) be responsible for complying with terms of service of any Third Party Offering with which You use any C3 AI Materials; (g) be responsible for the use of

recommendations or computational results provided by the C3 AI Software and the outcome realized by such use; and (h) comply with all obligations in the applicable Operational Control for the Deployment Environment. Our obligations under this Agreement are contingent upon Your compliance with the applicable Operational Control.

2.4. Usage Restrictions. You will not, nor permit any third party to: (a) make any C3 AI Materials available to, distribute, or use any C3 AI Materials for the benefit of, anyone other than You or Users, unless expressly stated otherwise in the Agreement; (b) sell, resell, license, sublicense, distribute, make available, rent, or lease any C3 AI Materials, or include any C3 AI Materials in a service bureau or outsourcing offering; (c) design, develop, or provision applications for third parties that utilize C3 AI Software; (d) use the C3 AI Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use C3 AI Software to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses; (f) interfere with or disrupt the integrity or performance of any C3 AI Software or third-party data contained therein; (g) attempt to gain unauthorized access to any C3 AI Software or its related systems or networks; (h) permit direct or indirect access to or use of any C3 AI Software in a way that circumvents Your obligations in this Agreement, including contractual usage limits, or use any of the C3 AI Software to access or use any of the C3 Materials except as permitted under this Agreement; (i) frame or mirror any part of any C3 AI Software, other than framing on Your own intranets or otherwise for Your own internal business purposes; (j) access, use, or copy any C3 AI Materials (including any features, functions, or interface of the C3 AI Software) to: (1) build a competitive product or service; (2) build a product or service using similar features, functions, or user interface of the C3 AI Software; or (3) benchmark the C3 AI Software with any third-party product or service; (k) disassemble, decompile, or reverse engineer (except to the extent reverse engineering is expressly permitted by law) any C3 AI Materials or otherwise attempt to discover the source code or underlying structure, ideas, or algorithms in the C3 AI Software; (l) incorporate or otherwise use any software (including any Third Party Offerings) in connection with the C3 AI Software or C3 AI Services that include or link to any software code licensed under the GNU GPL or AGPL or any similar "open source" or "copyleft" license that would require Us to make the source code of any part of the C3 AI Software available to any third party; or (m) alter, modify, or create derivative works of any C3 AI Software.

2.5. Audit Rights. You will maintain all records of Your, and Your User's, use of the C3 AI Materials and compliance with the Agreement for a period of three (3) years after the end of the Subscription Term. Upon reasonable prior notice, We have the right, including through an appointed representative, no more than once every twelve (12) months, at Our expense, to examine such records and accounts during Your normal business hours to verify compliance with this Agreement. By requesting an audit, We do not waive Our rights to enforce this Agreement or to protect Our Intellectual Property Rights by any other means permitted by law.

2.6. C3 AI Runtime. C3 AI Runtime will incur fees at the applicable rates specified in the applicable Order. You will provide regular access, not less than monthly, to C3 AI Runtime logs or records to enable Us to confirm or invoice C3 AI Runtime fees in accordance with the Agreement. You will maintain C3 AI Runtime logs or records for three (3) years after the C3 AI Runtime is used.

3. NON-C3 AI PROVIDERS

3.1. Third Party Offerings. Your acquisition or use of a Third Party Offering, and any exchange of data between You and any third party or the Third Party Offering, is solely between You and the applicable third party. We do not warrant or support Third Party Offerings. If You choose to use a Third Party Offering with the C3 AI Software, You grant Us permission to allow the Third Party Offering and its provider to access Customer Data as required for the interoperation of that Third Party Offering with the C3 AI Software. We are not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such Third Party Offering or its provider.

3.2. Integration with Third Party Offerings. The C3 AI Software may contain features designed to interoperate with Third Party Offerings. To use such features, You may be required to obtain access to such Third Party Offerings from their providers, and may be required to grant Us access to Your account(s) on such Third Party Offerings. We do

not guarantee the continued availability of such C3 AI Software features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding C3 AI Software features in a manner acceptable to Us. You will ensure that You and Your Affiliates have all necessary rights and licenses to interoperate any Third Party Offering with any C3 AI Software as contemplated in this Agreement.

4. DATA PROTECTION

4.1. Protection of Customer Data. We will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. We will not use Customer Data except (a) to operate the C3 AI Software and provide the C3 AI Services and to address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

4.2. Personal Data. Where Your use of the C3 AI Software or C3 AI Services requires Us to process personally identifiable information, then (a) You will notify Us in writing prior to providing Us any access to any such personal information; and (b) the terms and conditions of the C3 AI Data Processing Agreement, and as may be updated by Us from time to time, will apply to such processing. You 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 You and Us.

4.3. Security & Compliance. We may monitor all use of the C3 AI Software for security and operational purposes. We may temporarily suspend Your access to any C3 AI Software if We reasonably determine that such access and use poses a security risk or is a threat to the function of the Software, or in the event a User is engaged in, or We in good faith suspect is engaged in, any unauthorized conduct, including any violation of any terms and conditions of this Agreement, any applicable law, or third party rights; provided, however, that We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such unauthorized conduct prior to such suspension.

5. FEES, PAYMENT, AND AUTHORIZED RESELLERS

5.1. Fees. You will pay all subscription fees due under an Order, and, as subsequently invoiced by Us or Our service provider as applicable, C3 AI Runtime. Fees are based on C3 AI Software subscriptions and C3 AI Services purchased, and fees cannot be decreased during the applicable Subscription Term, even if the actual usage is lower than the permitted usage set in a monthly minimum. We may adjust or increase the fees for month-to-month subscriptions by providing advance written notice to You of at least thirty (30) days. Your payment obligations under any Order are irrevocable and non-cancelable and any fees paid by You to Us are non-refundable. Unless otherwise stated in Your Order, invoiced charges are due net thirty (30) days from the invoice date.

5.2. Suspension of Service. If any amount owing by You under the Agreement is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend access to and use of C3 AI Software and C3 AI Services until such amounts are paid in full. We will give You at least ten (10) days' prior notice in accordance with Section 12.4 (Manner of Giving Notice) for billing notices before suspending services under this Section 5.2.

5.3. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.3, We will invoice You and You will pay such amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

5.4. Authorized Resellers and Authorized Marketplaces. If you purchase C3 AI Software or C3 AI Services through Our authorized reseller or an Authorized Marketplace, this Agreement will govern that C3 AI Software or C3 AI Services, as applicable. Your payment obligations for the C3 AI Software or C3 AI Services acquired through Our authorized reseller or an Authorized Marketplace will be with the authorized reseller or Authorized Marketplace, as applicable, and not with Us. You will have no direct fee payment obligations to Us for that C3 AI Software or C3 AI Services. However, in the event You fail to pay Our authorized reseller or the Authorized Marketplace for the C3 AI Software or the C3 AI Services, We retain the right to enforce Your payment obligations and collect directly from You. Any terms agreed to between You and Our authorized reseller or the Authorized Marketplace that are in addition to the terms and conditions in this Agreement are solely between You and Our authorized reseller or the Authorized Marketplace, as applicable. No agreement between You and Our authorized reseller or Authorized Marketplace is binding on Us or will have any force or effect with respect to Your rights in, or the operation, use or provision of, the C3 AI Software or C3 AI Services.

6. PROPRIETARY RIGHTS

6.1. C3 AI Materials Intellectual Property Ownership. Subject to the limited rights granted herein, We and Our licensors hereby retain all right, title, and interest, including all Intellectual Property Rights, in and to the C3 AI Materials, including all duplicates, derivative works, modifications, enhancements and adaptations thereto. No rights are assigned or granted to You hereunder, other than as expressly set forth in this Agreement, and no implied license or right of any kind is granted to You. You will not delete or in any manner alter Our copyright, patent, trademark, or other proprietary notices, if any, appearing in any C3 AI Materials.

6.2. Customer Materials Intellectual Property Ownership. Subject to the limited rights granted herein, You retain all right, title, and interest, including all Intellectual Property Rights, in Customer Materials. We will not delete or in any manner alter Your copyright, trademark, and other proprietary notices, if any, appearing on any Customer Materials.

6.3. License to Customer Materials. You grant Us, Our Affiliates, and applicable contractors a royalty-free, non-exclusive, non-transferable license (a) to use Customer Materials to perform Our obligations under this Agreement; and (b) to anonymize and aggregate Customer Data and use such aggregated and anonymized data for purposes of calculating benchmarks and other analyses that We use internally or to improve the C3 AI Services, provided We shall not use or disclose any personally identifiable information or personal data or reveal Your identity in connection with such use of Customer Data.

6.4. License to Use Feedback. You grant to Us and our Affiliates a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license, without restriction, to use in any manner and incorporate into Our and/or Our Affiliates' products or services, any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Users relating to Our or Our Affiliates' current or future products or services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party (the "**Disclosing Party**") to the other party or its Affiliates (the "**Receiving Party**") that is designated in writing as confidential. Regardless of marking: (a) Your Confidential Information includes Customer Data; (b) Our Confidential Information includes the C3 AI Services, C3 AI Materials, and any performance testing or benchmarking results or other evaluations of or conclusions concerning the C3 AI Materials; and (c) Confidential Information of each party includes the terms and conditions of this Agreement, including pricing. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, as shown by the Receiving Party's contemporaneous written records; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was

independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information, as shown by the Receiving Party's contemporaneous written records.

7.2. Non-Disclosure. All Confidential Information shall remain the sole and exclusive property of the Disclosing Party and each Party acknowledges and agrees that, subject to the limited rights granted herein, nothing in this Agreement will be construed as granting to the Receiving Party any rights or licenses to any Intellectual Property Rights, including but not limited to, trademarks, inventions, copyrights, trade secrets, or patents. The Receiving Party (a) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) will not use, distribute or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and subcontractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. We may use any ideas, know-how, and techniques retained in the unaided memories of Our personnel who have had access to Your Confidential Information in the course of performing the C3 AI Services under this Agreement. Either party may disclose the terms of this Agreement to its legal counsel and accountants without the other party's prior written consent, provided that such recipient is subject to terms of confidentiality no less restrictive than those set forth herein and the party that makes any such disclosure remains responsible for such recipient's compliance with this Section 7.2. Notwithstanding the foregoing, We may disclose the terms of this Agreement to a subcontractor to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law. In such case, the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. Representations. Each party represents that it has validly entered into this Agreement and has legal power to do so.

8.2. Our Warranties. We warrant that during an applicable Subscription Term (a) this Agreement, the Orders, and the C3 AI Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data; (b) We will not materially decrease the overall security of the subscribed C3 AI Software, as applicable; (c) the subscribed C3 AI Software will perform materially in accordance with the applicable C3 AI Documentation; and (d) the C3 AI Services will be performed in a professional and workmanlike manner in conformance with generally accepted industry standards. For any breach of any warranty above, Your exclusive remedies are as follows: (i) for Section 8.2(a), the update of the C3 AI Documentation to accurately reflect the applicable safeguards; (ii) for Sections 8.2(b) and 8.2(c), the repair or replacement of the applicable functionality in the C3 AI Software; and (iii) for Section 8.2(d), the re-performance of any substandard C3 AI Services. The foregoing warranties are subject to Your implementation within no more than ninety (90) days of all updates and upgrades made available by Us to You.

8.3. Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY THE HOSTING SERVICES OR ANY THIRD PARTY HOSTING SERVICE PROVIDERS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit, or proceeding made or brought against You by an unaffiliated third party alleging that any C3 AI Software infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees, and costs finally awarded against You as a result of a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You, except that We may not settle any Claim Against You unless it unconditionally releases You of all liability; and (c) give Us all reasonable assistance, at Our expense. The foregoing obligation shall not apply with respect to a Claim Against You if such claim arises out of (i) Our compliance with Your specifications; (ii) use of the C3 AI Software in combination with any software, hardware, network, data, or system not supplied by Us; (iii) any modification or alteration of the C3 AI Software by other than by Us; (iv) Your continuing the allegedly infringing or misappropriating activity after being informed by Us of modifications that would avoid the alleged infringement or misappropriation; or (v) use of the C3 AI Software other than in accordance with the terms and conditions of this Agreement. If We receive information about an infringement or misappropriation claim related to C3 AI Software, We may in Our discretion and at no cost to You (x) modify the C3 AI Software so that it is no longer claimed to infringe or misappropriate; (y) obtain a license for Your continued use of that C3 AI Software in accordance with this Agreement; or (z) terminate Your subscriptions for that C3 AI Software and refund to You any prepaid fees covering the remainder of the Subscription Term of the terminated subscriptions.

9.2. Indemnification by You. You will defend Us against any claim, demand, suit, or proceeding made or brought against Us by a third party alleging that any of Customer Materials or any Third Party Offering infringes or misappropriates such third party's Intellectual Property Rights, or arising from Your or Users' use of the C3 AI Software or Customer Data in violation of the Agreement, the C3 AI Documentation, or applicable law (each a "**Claim Against Us**"), and You will indemnify Us from any damages, attorney fees, and costs finally awarded against Us as a result of a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us, except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability; and (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

10.1. Disclaimer. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR (A) LOST PROFITS, REVENUES, OPPORTUNITIES, OR GOODWILL; (B), INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES; (C) THE VALUE OF CUSTOMER DATA; (D) YOUR USE OF THE COMPUTATIONAL RESULTS THAT YOU OBTAIN FROM THE USE OF THE C3 AI SOFTWARE; OR (E) THE UNAVAILABILITY OF THE C3 AI SOFTWARE. THE FOREGOING DISCLAIMER (1) APPLIES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY

OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE; (2) DOES NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.2. Liability Cap. EXCLUDING OUR LIABILITY UNDER SECTION 9.1 (INDEMNIFICATION BY US), AND YOUR LIABILITY UNDER SECTION 5 (FEES AND PAYMENT), AND SECTION 9.2 (INDEMNIFICATION BY YOU), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ALL OF ITS AFFILIATES AND LICENSORS, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE C3 AI SOFTWARE GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.3. Exception. THE FOREGOING DISCLAIMER WILL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. NOTHING SET FORTH HEREIN LIMITS EITHER PARTY'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions have expired, have been discontinued or have been terminated, or the Agreement is otherwise terminated in accordance with its terms.

11.2. Service Discontinuation. You may terminate any month-to-month subscriptions by providing advance written notice to Us of at least thirty (30) days, or as otherwise provided in any applicable Product-Specific Terms. No refunds will be owed to You for the balance of any prepaid fees, or any subscriptions if You terminate under this Section 11.2. We may terminate any month-to-month subscriptions by providing notice to You of at least six (6) months. Termination pursuant to this Section 11.2 will be effective as of the last day of the full calendar month in which the termination is effective ("**Service Discontinuation Date**"). All fees owed as of Service Discontinuation Date will be invoiced in accordance with Section 5 of this Agreement.

11.3. Termination. A party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other party of a material breach by such other party, if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. If You terminate this Agreement in accordance with Section 11.3 (Termination), We will refund You any prepaid fees for the C3 AI Software and C3 AI Services that have not yet been provided as of the effective date of termination. If We terminate this Agreement in accordance with Section 11.3 (Termination), You will pay any unpaid fees covering the remainder of the term. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Customer Materials Portability and Deletion. If the Deployment Environment is Our hosting services account, then, upon request by You made within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Customer Materials available to You in the then-current format in which it was stored. After such 30-day period, We will have no obligation to maintain or provide You any Customer Materials, and as provided in the C3 AI Documentation, We will thereafter delete or destroy all copies thereof in Our systems or otherwise in Our possession or control, unless legally prohibited.

11.6. Effect of Termination or Service Discontinuation. At the end of a Subscription Term that is not renewed or upon the discontinuation, expiration, or termination of this Agreement ("**Termination Date**"), You shall cease all use of the C3 AI Materials and shall permanently and irretrievably delete and destroy all copies of the C3 AI Materials.

You shall certify such cessation, deletion, and destruction to Us in writing within fifteen (15) days of the Termination Date. If the Deployment Environment is other than Our hosting services account, then after termination or expiration the Subscription Term and upon providing thirty (30) days' written notice to You, We may examine the Deployment Environment to ensure that all C3 AI Materials have been deleted. The sections titled Section 1 (Definitions), Section 2.3 (Your Responsibilities), Section 2.4 (Usage Restrictions), Section 2.5 (Audit Rights), Section 2.6 (C3 AI Runtime), Section 3 (Non-C3 AI Providers), Section 5 (Fees and Payment), Section 6 (Proprietary Rights), Section 7 (Confidentiality), Section 8.3 (Disclaimers), Section 9 (Mutual Indemnification), Section 10 (Limitation of Liability), Section 11.4 (Refund or Payment upon Termination), Section 11.5 (Customer Materials Portability and Deletion), Section 11.6 (Effect of Termination or Service Discontinuation), Section 12 (Governing Law and Jurisdiction; Notices) and Sections 13 (General Provisions) will survive any termination or expiration of this Agreement.

12. GOVERNING LAW AND JURISDICTION; NOTICES

12.1. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the United States and the State of California and excluding its conflict of law rules. Both parties irrevocably consent to the exclusive personal jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California, San Francisco Branch and the Superior Court of the State of California, County of San Mateo, in any litigation arising out of this Agreement.

12.2. Without limiting the foregoing, You acknowledge and agree that any unauthorized use of Our Confidential Information or C3 AI Materials will cause immediate and irreparable injury to Us and therefore money damages would be incalculable and insufficient, and We will be entitled, in addition to any other available remedies at law or in equity, to seek equitable relief, including immediate injunctive relief or specific performance or both, without bond and without necessity of showing actual monetary damages, with any competent court or enforcement agencies, including those in the United States and/or in the country in which You are domiciled. The prevailing party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

12.3. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transactions Act are specifically excluded from application to this Agreement.

12.4. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing by registered mail with return receipt requested, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant C3 AI Services system administrator designated by You. Email notices to Us will be emailed to C3legal@C3.ai.

13. GENERAL PROVISIONS

13.1. Export Compliance. The C3 AI Software, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not and shall not permit Users to access or use any C3 AI Software in a U.S. embargoed country (e.g., Cuba, Iran, North Korea, Syria or the Crimea –region of Ukraine) or in violation of any export law or regulation of the United States or of any other applicable jurisdiction. You will not provide to Us, absent prior written notice, any data or other item that requires Us to seek an export license or authorization from any United States agencies having jurisdiction.

13.2. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If

You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at C3legal@C3.ai.

13.3. High risk applications. C3 AI Materials are not intended for use in, and You agree the C3 Materials will not be used in, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, life support machines, or other equipment or applications in which the failure thereof could lead to death, personal injury, or severe physical or environmental damage. Any product warranties for the C3 AI Materials under this Agreement shall exclude the applications and devices set forth in this Section 13.3. We disclaim any and all liability arising out of, or related to, any such use of the C3 AI Materials.

13.4. Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between You and Us regarding the C3 AI Software and C3 AI Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Order, (2) the Product-Specific Terms, and (3) this Agreement.

13.5. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, change of control or similar such transaction, or sale of all or substantially all of its assets related to this Agreement. Any assignment in violation of the terms of this Section 13.5 is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.6. Third-Party Beneficiaries; Affiliates. There are no third-party beneficiaries under this Agreement. Your Affiliates may order C3 AI Software or C3 AI Services subject to the terms of this Agreement by entering into a separate Order for the Service. You are responsible for Your Affiliates' compliance with the terms and conditions of this Agreement.

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

13.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.9. Publicity; Non-Disparagement. We may use Your name in any listing of customers of Ours and may reference You and the nature of the C3 AI Software or C3 AI Services provided hereunder in Our business development and marketing efforts, including without limitation Our web site. You agree to allow Us to issue a press release upon execution of this Agreement provided You have approved such press release in writing and in advance, such approval not to be unreasonably withheld. You agree, and shall cause your Affiliates, not to disparage Us or Our officers, directors, employees, equity holders, agents, or Affiliates (including Our Affiliates' officers, directors, employees or agents) in any manner, or to otherwise communicate about any of them in any manner that is reasonably likely to be harmful to any of them or their businesses, or to their personal or business reputation, including without limitation by attributed or non-attributed (e.g., anonymous) statements posted on any website or other forum; provided that You may respond accurately and fully to any question, inquiry, or request for information when required by applicable law.