C3.ai

# C3 AI Product-Specific Terms

These C3 AI Product-Specific Terms (the "**Product-Specific Terms**") govern Your use of C3 AI Software and C3 AI Services and supplement the C3 AI End User License Agreement, or other agreement with Us governing Your use of C3 AI Software and C3 AI Services (the "**Agreement**"). In the event of a conflict between the terms of the Product-Specific Terms and the terms of the Agreement, the terms and conditions of the Product-Specific Terms apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

The Product-Specific Terms below govern Your use of C3 AI Software and C3 AI Services ordered pursuant to an Order. If You have ordered specific C3 AI Software or C3 AI Services under an Order, the rights granted to You herein with respect to such C3 AI Software or C3 AI Services shall apply for the applicable Subscription Term. Any rights described in the Product-Specific Terms for C3 AI Software or C3 AI Services that You have not purchased under an Order do not apply. For example, if the Order only includes a subscription to a C3 AI Application, then the Product-Specific Terms will not grant You any rights to use the C3 AI Platform.

## GENERAL

1. Hosting Services. Fees for hosting services ("**Hosting Services Fees**") are not included in the fees specified in an Order. If any C3 AI Software is hosted in Our hosting services account, then You will pay the Hosting Services Fees for Your use of C3 AI Software at cost on a pass-through basis at the rate charged by the hosting services provider (e.g., Microsoft, Google, or AWS). We will invoice You for the Hosting Services Fees monthly in arrears. You are solely responsible for the Hosting Services Fees payable for Your hosting services account.

2. Large Language Models. Fees for the use of third-party large language models, if any ("**LLM Fees**"), are not included unless specified in an Order. If LLM Fees are not included in an Order, and C3 AI incurs any LLM Fees arising from your subscription to the C3 AI Software, then You will pay such LLM Fees at cost on a pass-through basis at the rate charged by such third party. We will invoice You for the LLM Fees monthly in arrears. You are solely responsible for any LLM Fees incurred directly by You for large language models licensed directly to you as Third-Party Offerings.

3. Users. Each User subscription to the C3 AI Software is for a single named User for the Subscription Term and is personal to that User. You will not allow any User login to be used by anyone other than the individual named User to whom the login is assigned. You acknowledge that We may monitor the use of login credentials assigned to Users, including by logging User IP addresses, and prevent multiple simultaneous uses of those login credentials. You will, and will ensure that Users, keep confidential the login credentials for the use of the C3 AI Software and C3 AI Documentation and not permit them to be used by anyone other than the Users to whom the login credentials are assigned.

## BETA SOFTWARE

1. Definition**.** "**Beta Software**" means C3 AI Software or functionality designated as a beta, pilot, limited release, developer preview, non-production, evaluation or by similar description, that We may make available to You.

2. Beta Software Terms**.** From time to time, We may make Beta Software available to You at no charge. You may choose to try such Beta Software, in Your sole discretion. Beta Software (i) is intended for and may only be used by You for evaluation purposes only and not for production use, (ii) is not supported by Us, and (iii) may be subject to additional terms. In addition to the foregoing limitations, all use of the Beta Software is subject to all other terms and conditions that apply to C3 AI Software, including without limitation Our reservation of all rights and Your obligations and restrictions on use concerning the C3 AI Software. Unless otherwise stated, any Beta Software trial period will expire upon the earlier of: (x) one (1) year from the trial start date, (y) the date that a version of the Beta Software becomes generally available without the applicable Beta Software designation, or

(z) when terminated by Us. We may discontinue Beta Software at any time in Our sole discretion and may never make it generally available.

3. Warranty Exclusions**.** BETA SOFTWARE IS PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FOR THE AVOIDANCE OF DOUBT, ALL BETA SOFTWARE IS PRE-RELEASE, IS EXPECTED TO CONTAIN DEFECTS WHICH MAY BE MATERIAL, AND IS NOT EXPECTED TO OPERATE AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING. BETA SOFTWARE MAY NOT OPERATE ACCURATELY, AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO PUBLIC AVAILABILITY OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE BETA SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

4. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE BETA SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF ANY BETA SOFTWARE.

## C3 AI CENTER OF EXCELLENCE (COE) SERVICES

1. Definitions.

"Center of Excellence" or "CoE" means the Center of Excellence, if specified in an Order, that We and You establish to support the design, development, and testing of Customer Application(s) and/or Customer Extension(s) by You and Your Affiliates, as described in the C3 AI Center of Excellence Description or any successor or related locations designated by Us, as they may be updated by Us from time to time.

"CoE Software Contributions" means software code, if any, developed by Our resources in the course of performing the CoE obligations.

2. CoE Software Contributions License. We hereby grant You a non-transferable, non-sublicensable (except to Users), non-exclusive, worldwide right to use the CoE Software Contributions in connection with Your use of the Customer Applications and Customer Extensions solely within the scope of Your authorized use of the C3 AI Software.

3. License to Us. To the extent CoE Software Contributions incorporate Customer Materials, You grant to Us, and shall procure the grant of, a worldwide, royalty-free, non-exclusive, non-transferable license (and, where relevant, with the right for Us to sub-license to Our Affiliates or subcontractors) during the Subscription Term of the applicable Order to use, run, copy, modify, enhance, host and maintain the Customer Materials, and to permit Our Affiliates and subcontractors to run, copy, modify, enhance, host and maintain the necessary Customer Materials, in each case as necessary to perform Our obligations under the Agreement.

## C3 AI IMPLEMENTATION SERVICES

1. Definition. "**C3 AI Implementation Services**" mean implementation services that You order from Us as specified in an Order and described in a mutually agreed Statement of Work attached to such Order.

2. Not a Subscription. C3 AI Implementation Services are not purchased as a subscription.