C3 AI Service Level Agreement

This C3 AI Service Level Agreement ("**SLA**") is a policy that applies to the C3 AI Software. In the event of a conflict between the terms of this SLA and the terms of the C3 AI End User License Agreement or other agreement with Us governing Your use of C3 AI Software (the "**Agreement**"), the terms and conditions of this SLA 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.

1. C3 AI SOFTWARE AVAILABILITY PROVISIONS

You shall have the right to the availability provisions set forth herein for the C3 AI Software. Our obligations set forth in this SLA are subject to Your implementation within ninety (90) days of all updates and upgrades to C3 AI Software that We make available to You or generally.

This SLA is only applicable to C3 AI Software deployments in (A) Our hosting services account or (B) Your hosting services account. Our obligations under this SLA are contingent upon Your compliance with the Operational Control applicable to Your Deployment Infrastructure.

2. DEFINITION OF AVAILABILITY

"**Availability**" or "**Available**" means You are able to access the C3 AI Software in the Deployment Environment.

"**Downtime**" means any sustained period of time during which the C3 AI Software is not Available, with the following exceptions ("**Downtime Exceptions**"):

i. Scheduled maintenance. We will use commercially reasonable efforts to notify You at least seventy-two (72) hours in advance whenever it is anticipated that scheduled maintenance will have a material impact on the service provided, except where We deem it to be an emergency. We will use reasonable efforts to (a) limit the number of hours of scheduled maintenance each month; and (b) schedule maintenance within a non-peak usage timeline. However, We reserve the right to schedule maintenance as necessary;

ii. Emergency maintenance. We will use commercially reasonable efforts to provide twenty-four (24) hours' notice to You. However, We reserve the right to perform emergency maintenance as necessary;

iii. Any period in which You are unable to use the C3 AI Software due to Your misconduct or misuse;

iv. To the extent arising out of a failure or malfunction resulting from scripts, data, applications, algorithms, equipment, or services provided and/or performed by You;

v. To the extent arising out of outages initiated by Us or Our third-party provider at the request or direction of You for maintenance, back up, or other purposes;

vi. To the extent arising out of outages occurring as a result of any actions or omissions taken by Us or Our third-party providers at the request or direction of You;

vii. To the extent arising out of outages resulting from Your equipment and/or third-party equipment not within the control of Us;

viii. To the extent arising out of any unavailability of the C3 AI Software due to circumstances reasonably believed by Us or Our third-party providers posing: (a) a threat to the normal operation of the C3 AI Software or the Deployment Environment; or (b) indicating possible unauthorized access to or breach of the integrity of Customer Data (e.g., a hacker or a virus attack);

ix. To the extent arising out of outages due to system administration (including configuration, operation and maintenance of the Deployment Environment), commands, or file transfers performed by You (or Your third-party vendors);

x. To the extent arising out of lack of availability or untimely response time of You to respond to incidents that require Your participation for source identification and/or resolution, including meeting Your responsibilities for any services; or

xi. To the extent arising out of a Force Majeure Event. "**Force Majeure Event**" means any material event or circumstance, or combination of material events or circumstances, that (a) arises after the Effective Date; (b) is beyond Our commercially reasonable control; (c) is not the result of the negligence of, or caused by Us; and (d) is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence of Us, including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, declared health emergency, strike or other labor problem, but does not include (w) nonperformance by Our suppliers, except for non-performance caused by a Force Majeure Event; (x) any delay preventable by Us by moving the affected services to an alternate facility; (y) changes in cost or availability of services; and (z) changes in market conditions.

3. C3 AI SOFTWARE AVAILABILITY

The "**C3 AI Software Availability Level**" is the sum of the number of hours during a particular period that the C3 AI Software was Available to You and the number of hours during a particular period where You were unable to access the C3 AI Software due to Downtime Exceptions, divided by the total number of hours during such period, as measured at the end of such period. The "**Target Availability Level**" for the C3 AI Software in any contract year under the Agreement is 99.5%.

4. SERVICE LEVEL CREDIT

If a Downtime event occurs and (x) within seventy-two (72) hours of such Downtime event, You log a service request providing detail regarding the Downtime event and requesting a Credit (as defined below), and (y) the C3 AI Software Availability Level is below the Target Availability Level as measured for the applicable contract year, We will issue to You a Credit calculated as set forth in this Section. A "**Credit**" will be equal to $1,000 for each single Downtime event with duration greater than or equal to fifteen (15) consecutive minutes and shorter than or equal to one (1) hour. If a Downtime event continues for longer than one (1) hour, You will be entitled to one (1) Credit for each additional consecutive hour of such Downtime event, up to the Maximum Credits. The "**Maximum Credits**" shall be a total of twenty-five (25) Credits per C3 AI Software offering in any contract year. You will not be eligible to receive multiple Credits for the same service request, for multiple service requests across different C3 AI Software offerings that arise from the same outage, or as a result of multiple service failures or outages occurring during the same period of time.

We will keep track of the number of Credits accrued by You for the C3 AI Software during the applicable contract year. Within ten (10) days after the end of each contract year during the term of the Agreement, We will notify You of the aggregate number of Credits accrued during the immediately preceding contract year for each C3 AI Software offering, and We will apply such Credits towards the subscription fees owed to Us for the respective C3 AI Software offering for the next contract year. Credits can be applied by You only towards subscription fees owed to Us on a prospective basis, limited to the subscription fees due in the immediately succeeding invoice(s). All Credits must be applied within twelve (12) months of issuance, after which they shall expire, with no right to roll over Credits to subsequent periods.

For clarity, if We meet or exceed the Target Availability Level for a C3 AI Software offering in a calendar year, You will have no right to obtain Credit(s) for that C3 AI Software offering in the applicable contract year. The remedies set forth in this SLA are Your sole and exclusive remedy and Our sole liability for breach of availability obligations related to C3 AI Software.