C3 AI Supplier Code of Conduct

C3.ai, Inc. ("**C3 AI**") is committed to promoting corporate integrity and ethical behavior in all business dealings. C3 AI expects its distributors, vendors, contractors, manufacturers, and other suppliers, and each of their employees, personnel, agents, and subcontractors (collectively "**Suppliers**") to act in compliance with these principles whenever Supplier is on C3 AI property, representing C3 AI, or conducting business with, or on behalf of, C3 AI. These principles are reflected in the C3 AI Supplier Code of Conduct ("**Code of Conduct**"), which establishes the minimum standards that must be met by a Supplier that does business with, or on behalf of, C3 AI.

Compliance with Laws

Supplier must comply with all applicable national and local laws and regulations, including laws and regulations relating to the standards set out in this Code of Conduct. Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier will adhere to such higher standards.

Anti-Corruption

No matter where Supplier conducts business for C3 AI, all Suppliers must comply with all applicable anti-corruption laws. These include, but are not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Offers or payments of bribes, kickbacks, or gifts to win business or obtain favors conflict with the C3 AI core values. Suppliers must not authorize, provide, or offer to provide money or anything else of value to any prospect, customer, partner or vendor of C3 AI or Supplier (including without limitation government officials, officials of public international organizations, political candidates, or political parties) for the purpose of obtaining or retaining business for C3 AI or Supplier, or gaining an unfair advantage. The term "government official" includes any person working in an official capacity for a government-owned business or other entity.

This prohibition applies to both direct payments and indirect payments, including those accomplished through any intermediary, consultant, vendor, reseller, service provider or any other third party acting on Supplier's behalf, and whether in the United States or elsewhere. Although corruption laws often apply only to bribes to public officials, Supplier must not make direct or indirect payment of bribes to commercial customers or to vendor employees to obtain or retain their business or influence their decisions. Further, although corruption laws often apply only to providing bribes, Supplier must also refrain from receiving bribes from its customer or vendor employees for the purpose of obtaining favorable terms from Supplier, obtaining, or retaining Supplier business, or gaining an unfair advantage with Supplier.

Conflicts of Interest

Suppliers must avoid conflicts of interest relating to its activities as a C3 AI Supplier and must disclose actual or potential conflicts of interest to C3 AI. Some examples of situations that could create conflicts of interest include: (a) loans or favors that the Supplier or a family member receives through its relationship with C3 AI; (b) improper advantages gained by acting on information learned through Supplier's relationship with C3 AI; and (c) taking business opportunities that belong to C3 AI. If Supplier believes it might have a conflict of interest, Supplier must immediately raise the issue with C3 AI by emailing c3legal@c3.ai.

Gifts and Entertainment

Gifts, meals, entertainment, hospitality, and trips that are extravagant or lack a legitimate purpose may be viewed as bribes, may create the appearance of a conflict of interest, or may be perceived as an attempt to improperly influence a business decision. Supplier is prohibited from offering anything that might appear to influence, compromise the judgment of, or obligate a C3 AI employee. Supplier must not offer any business courtesy unless it is permissible under both the Code of Conduct and Supplier's gift policy. If you have any questions, email c3legal@c3.ai.

No Discrimination, Abuse, or Harassment

Supplier must provide a work environment that is free of unlawful discrimination. Supplier must not discriminate in hiring, compensation, training, promotion, retirement, termination, or any other employment practice based on race,

color, national origin, gender, gender identity, gender expression, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job. Supplier must treat workers with respect and dignity. Supplier must not subject workers to corporal punishment, or physical, sexual, or other abuse or harassment.

Health and Safety

Suppliers must provide workers with a safe and healthy workplace that complies with all applicable health and safety laws and regulations. Supplier must take proactive measures to prevent workplace hazards. Suppliers must not tolerate any threats or acts of violence, including intimidation, bullying, or attempts to instill fear in others.

Human Rights and Labor Practices

Supplier's must respect individual's rights, personal dignity, and privacy. Supplier must follow all applicable laws and regulations regarding child labor, and Supplier will not employ child labor under any circumstances. Supplier must allow its workers to freely associate and bargain collectively in accordance with all applicable laws and regulations. Supplier will compensate its employees fairly and follow local wage and hour regulations or collective agreements. Supplier will ensure that working hours, including overtime, do not exceed applicable legal limits. Support for or engagement in any form of human trafficking or involuntary labor through threat, force, fraudulent claims, or other coercion is prohibited. Supplier will allow all employees to leave their employment freely upon reasonable notice and will never use any forced labor or involuntary prison labor. Supplier must provide procedures for employees to bring workplace concerns and grievances to the attention of management for appropriate resolution.

Protecting Confidential Information

Suppliers must protect C3 AI's confidential information. Supplier should never disclose such information to anyone without express authorization of C3 AI. Supplier must ensure that only individuals who need to know C3 AI's confidential information for the purpose for which C3 AI engaged the Supplier should have access to it, and such individuals must only use it for the purpose for which C3 AI made it available to the Supplier. Additionally, Suppliers must follow all applicable data privacy and information security laws and regulations. Suppliers must effectively manage the retention, maintenance, access, and disclosure of C3 AI's confidential information. This includes disposing of confidential or highly sensitive documents securely, such as by shredding. If Supplier learns of an actual or potential data security breach involving C3 AI information, Supplier must immediately notify C3 AI by emailing c3legal@c3.ai.

Protecting Intellectual Property and Personal Data

C3 AI expects Supplier to respect intellectual property rights. Supplier must only use information technology and software that has been legitimately acquired and licensed. Supplier will use software, hardware, and content in accordance with their associated licenses. Supplier should consider all data stored or transmitted on C3 AI owned or leased equipment as being the property of C3 AI. C3 AI may monitor all use of its network and systems, and may access all data stored or transmitted using the C3 AI network. Supplier must comply with the intellectual property ownership rights of C3 AI and others and Supplier must manage its transfer of technology and know-how in a manner that protects the intellectual property rights of others. Supplier must follow all applicable privacy and data protection laws, including providing clear and accurate privacy notices when collecting or processing personal data.

Using C3 AI Technology, Assets, and Facilities

C3 AI entrusts our Suppliers with a wide range of technology and other tools so they can do their jobs effectively. Suppliers are responsible for protecting both C3 AI's property and our customers' assets. All assets, such as data, systems, equipment, materials, or premises, should be used only for their authorized and intended purpose. Suppliers have a responsibility to prevent falsification, distortion, misuse, improper access, destruction, or sabotage of C3 AI's or its customer's assets, documents, or other property. Suppliers that have access to C3 AI computing facilities or data must also protect them from theft, carelessness, misuse, and abuse. Supplier must only use C3 AI provided information technology and systems for authorized C3 AI business-related purposes. Supplier is strictly prohibited from using C3 AI technology and systems to (a) create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate, or (b) send any false, derogatory, or malicious communications.

Environmental Protection and Compliance

At a minimum, Supplier must comply with all applicable environmental laws and regulations, including but not limited to laws and regulations applicable to hazardous materials, air and water emissions, and wastes. Supplier should endeavor to reduce environmental impact by implementing conservation measures in Supplier facilities. Supplier is required to obtain and keep current all required environmental permits, approvals, and registrations and follow applicable operational and reporting requirements.

Supplier Code of Conduct Training

Supplier will establish training measures for their managers and employees to understand and to comply with the contents of the Code of Conduct, applicable laws and regulations, and generally recognized standards. Suppliers are required to have a process and management system in place for communicating obligations, training all employees and agents working on C3 AI matters, and tracking compliance with the Code of Conduct and the law. Supplier must provide Code of Conduct training on an annual basis to all Supplier employees working on C3 AI matters.

Report Violations

Suppliers must promptly inform C3 AI in the event that a situation develops where Supplier operates in violation of this Code of Conduct by emailing c3legal@c3.ai. Supplier can also submit questions and comments regarding the Code of Conduct to the same email address. Supplier must not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

Audits

Supplier acknowledges that this Code of Conduct sets out standards that C3 AI may use in an audit to determine whether Supplier is meeting the requirements set out in this Code of Conduct. Supplier acknowledges that C3 AI may in its discretion conduct inspections of the Supplier's facilities to confirm Supplier's compliance with this Code of Conduct. C3 AI has no obligation to conduct inspections.

Termination

C3 AI may immediately terminate its business relationship (including terminating any agreements, such as any purchase orders or purchase contracts) with Supplier if Supplier or its sub-suppliers fail to meet the standards set forth in this Code of Conduct.