

Master Subscription and Services Agreement (Federal End User)

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE C3 SERVICES. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCORPORATED INTO THE PRIME CONTRACT UNDER WHICH THE SERVICES WERE PROCURED.

You may not access or use the C3 Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of Your accepting this Agreement.

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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 50% of the voting interests of the subject entity.

“**Agreement**” means this Master Subscription and Services Agreement (Federal End User).

“**Beta Services**” means C3 services or functionality that may be made available to You to try at Your option at no additional charge, which are clearly designated as a beta, pilot, limited release, developer preview, non-production, evaluation or by similar description.

“**C3 Application**” means any hosted C3 software application, including any C3 Tools provided with such application.

“**C3 CoE Support Services**” means those support services, if any, described in the CoE section of the applicable Order Form. For clarity, C3 CoE Support Services exclude C3 Implementation Services that We may provide to You under this Agreement in accordance with a Statement of Work.

“**C3 Competitors**” means the parties listed in Exhibit B, which may be revised upon request by C3 and approved by Customer, which approval shall not be unreasonably withheld or delayed.

“**C3 Extensions**” means any Intellectual Property developed by or on behalf of C3 in order to make the C3 Platform interoperable with Customer Applications.

“**C3 Implementation Services**” means consulting and training services, if any, that We provide You under this Agreement in accordance with a mutually agreed statement of work (“**Statement of Work**”).

“**C3 Maintenance and Support Services**” means the maintenance and support services described in Exhibit A-1.

“**C3 Materials**” means (i) C3 Platform, C3 Applications, C3 Tools, C3 Extensions, C3’s Confidential Information, Documentation, and the results of, any C3 Implementation Services or C3 Maintenance and Support Services (excluding Your Data, Customer Extensions and CoE IP Contributions, if any); (ii) C3 Pre-Existing Materials and any modifications and derivative works thereof (excluding Customer Extensions and CoE IP Contributions, if any); and (iii) any and all other Intellectual Property, including Intellectual Property Rights therein, developed by or on behalf of C3 that (a) are developed to provide underlying features or capabilities in the C3 Platform or C3 Applications that enable specific capabilities in Customer Applications or Customer Extensions, or (b) if developed in the CoE (if applicable), Customer has agreed shall remain the property of C3 pursuant to Section 6.2.3.

“**C3 Platform**” means the platform-as-a-service software solution for the design, development, provisioning and operating of big data, predictive analytics, AI and/or IoT software-as-a-service applications, including any C3 Tools provided therewith, that is marketed and distributed by C3.

“**C3 Pre-existing Materials**” means Our pre-existing Intellectual Property, including all related Intellectual Property Rights.

“**C3 Services**” means individually and collectively, C3 Applications, C3 Platform, C3 Extensions, C3 Maintenance and Support Services, C3 CoE Support Services (if any), or any C3 Implementation Services that You order pursuant to an Order Form or SOW, but excludes any Customer Application, Customer Extensions, Third Party Offering, or CoE IP Contributions (if any).

“**C3 Tools**” means the development and integration tools that are provided with C3 Platform and/or C3 Applications.

“**Center of Excellence**” or “**CoE**” means the Center of Excellence, if any specified in an Order Form, that C3 and Customer establish to support Customer’s design, development and testing of Customer

Application(s) and Customer Extension(s) by Customer, as further specified in such Order Form. If not specified in an Order Form, none of the terms related to the CoE set forth in this Agreement shall apply.

“CoE IP Contributions” means software and other similar tangible contributions, if any, which are made by C3 resources in the CoE (if applicable), in the course of supporting Customer’s design, coding, or software testing of Customer Applications and Customer Extensions and which are integrated into such Customer Applications and Customer Extensions. For the avoidance of doubt, CoE IP Contributions exclude (a) any contributions made by or on behalf of C3 outside the CoE, (b) C3 Materials, including any improvements, enhancement, modifications or derivative works thereof, and (c) any items described in Section 6.2.3.

“Customer Application” means any software application independently developed by Customer without the design, development or testing assistance of C3 personnel that, subject to Customer’s subscribing to use the C3 Platform, Customer operates on the C3 Platform, excluding any C3 Materials.

“Customer Developer Group” means Customer, and its or their employees or subcontractors that provide services solely for the benefit of Customer and that are not C3 Competitors.

“Customer Extensions” means any permitted modifications or adaptations of a Subscribed C3 Application to make Customer Applications interoperable with the C3 Platform or using C3 Tools that (i) You create without the design, development or testing assistance of C3 personnel or (ii) is developed in the COE. For the avoidance of doubt, Customer Extensions do not include any C3 Materials.

“Documentation” means any documentation made available by C3 for a C3 Service.

“Hosting Services” means the infrastructure and related services, including online data storage and computation services, provided by a third party hosting service provider selected or approved by Us from time to time.

“Intellectual Property” means any and all intellectual and industrial property and tangible embodiments thereof, including, without limitation, inventions, discoveries, computer programs in machine readable object code form and source code form, compilations of data and computer databases, algorithms, scripts, templates, specifications, designs, methods, know-now, processes, trade secrets, confidential information, works of authorship, mask works and integrated circuit topographies, modifications and improvements.

“Intellectual Property Rights” means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, moral rights and other similar rights of any type under the laws of any governmental authority, including without limitation all applications and registrations relating to the foregoing.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the C3 Applications or the C3 Platform, including for example, the C3 Marketplace located at <http://c3iot.com/marketplace/c3-iot-marketplace-home>, or any successor website.

“**Order Form**” means an ordering document, including a Statement of Work, specifying the C3 Service(s) to be provided hereunder that is entered into between You and a prime contractor, including any addenda and supplements thereto.

“**Provision**” or “**Provisioning**” means the process for on-boarding or establishing access to users of cloud based software applications.

“**Subscribe**” or “**Subscribed**” means timely paid by You of all applicable fees agreed in an Order Form.

“**Technical Specification C3 001: Data, Platform, and Application Security**” means C3’s Cyber Security Program documentation made available to Customer, as may be updated from time to time by C3.

“**Third Party Offering**” means any software or services that You license or procure from a third party provider that You use in connection with, or which interoperates with, any C3 Application or the C3 Platform.

“**User**” means an individual who is authorized by You to use a Subscribed C3 Service ordered by You pursuant to an Order Form, and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Customer Developer Group and Your employees, contractors and subcontractors that provide services for the benefit of Customer and in the case of contractors and subcontractors, are not C3 Competitors.

“**We,**” “**Us,**” “**Our,**” or “**C3**” means C3.ai, Inc., a Delaware corporation.

“**You,**” “**Your**” or “**Customer**” means the ordering activity that places an order with a prime contractor for the C3 Services provided pursuant to this Agreement.

“**Your Data**” means all electronic data and electronic information submitted by or for You to be processed on or by the Subscribed C3 Applications or C3 Platform.

2. OUR RESPONSIBILITIES

2.1. Provisioning of C3 Platform and C3 Applications. Subject to the terms of this Agreement, We will (a) Provision in the Hosting Services environment, during the applicable Subscription Term (as defined in Section 3.1 below), the C3 Platform and the C3 Application(s) to which You have Subscribed, and (b) in connection therewith, provide C3 Maintenance and Support Services to You at no additional charge in accordance with Exhibit A-1.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Your Data, as described in the Technical Specification C3 001: Data, Platform, and Application Security. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Your Data by Our

personnel except (a) to provide the C3 Services and to prevent or 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.

2.3. **Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4 **Beta Services.** From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services, in Your sole discretion. Beta Services (i) are intended for and may only be used by You for evaluation purposes only and not for production use, and (ii) are not supported by Us. In addition to the foregoing limitations, all use of the Beta Services is subject to all other terms and conditions that apply to C3 Services, including without limitation Our reservation of all rights and Your obligations and restrictions on use concerning the C3 Services, and use of any related Third Party Offerings. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of, one year from the trial start date, the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation, or when terminated by C3. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. Beta Services are provided “as is” and may contain bugs or errors. We will have no liability for any warranties, harm or damage arising out of or in connection with a Beta Service.

3. USE OF C3 SERVICES

3.1 **C3 Services.** C3 Services (other than C3 Implementation Services and C3 CoE Support Services, if any) are purchased as subscriptions for the term specified in an Order Form (“**Subscription Term**”). Subject to Section 3.3 (Your Responsibilities) below, You shall have the right, during the applicable Subscription Term, to access and use the Subscribed C3 Materials within the scope specified in the applicable Order Form, (a) for Your internal business purposes, and (b) in the event that You Subscribe to the C3 Platform, to access and use the C3 Platform solely to develop Customer Applications and operate such Customer Applications for Your internal business purposes. In the event that You Subscribe to a C3 Application, You will be permitted to develop Customer Extensions for that C3 Application with the use of the C3 Tools that are provided with such C3 Application. We will use commercially reasonable efforts to make the Subscribed C3 Materials available as set forth in Exhibit A-2.

3.2 **Security & Compliance.** We may monitor all use of the C3 Services for security and operational purposes. We may temporarily suspend access to any C3 Service in the event Your 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, 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.

3.3 **Your Responsibilities.** You will (i) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (ii) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of C3 Services, and notify Us promptly of any such unauthorized access or use, (iv) use C3 Services only in accordance with this Agreement, Documentation and applicable laws and government regulations, (v) comply with terms of service of any Third Party

Offering with which You use C3 Services, and (vi) ensure that any third party Users of any C3 Services are bound by an Approved EUSA.

You will not, nor permit third parties to: (a) make any C3 Service available to, or use any C3 Service for the benefit of, anyone other than You, unless expressly stated otherwise the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any C3 Service, or include any C3 Service in a service bureau or outsourcing offering, (c) use a C3 Service 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, (d) use a C3 Service, or any Customer Application or Customer Extension (if applicable) to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any C3 Service or third-party data contained therein, (f) attempt to gain unauthorized access to any C3 Service or its related systems or networks, (g) permit direct or indirect access to or use of any C3 Service, any Customer Application or Customer Extensions in a way that circumvents Your obligations in this Agreement, or use any of the C3 Services to access or use any of Our Intellectual Property except as permitted under this Agreement or the Documentation, (h) copy a C3 Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any C3 Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (j) access, use or copy any C3 Service in order to build a competitive product or service or to benchmark with any third party product or service, (k) reverse engineer any C3 Service (to the extent such restriction is permitted by law), or (l) alter, modify or create derivative works of any C3 Services (except Customer Extensions of a C3 Application). Without limiting any restrictions set forth above, nothing set forth in this Agreement is intended to or shall have the effect of permitting Customer to distribute the C3 Platform or C3 Tools to third parties (including Customer's customers, distributors or suppliers) to develop or provision their applications.

4. NON-C3 PROVIDERS

4.1. **Third Party Offerings.** We or third parties may make available to You (for example, through the Marketplace or otherwise) Third Party Offerings. Any acquisition by You of such products or services, and any exchange of data between You and any third party provider, or the Third Party Offering is solely between You and the applicable third party provider. We do not warrant or support Third Party Offerings, whether or not they are designated by Us as "certified" or otherwise.

4.2. **Your Data.** If You choose to use a Third Party Offering with a C3 Service, You grant Us permission to allow the Third Party Offering and its provider to access Your Data as required for the interoperation of that Third Party Offering with the C3 Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Third Party Offering or its provider.

4.3. **Integration with Third Party Offering.** The C3 Services 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 cannot guarantee the continued availability of such C3 Service 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 Service

features in a manner acceptable to Us. You shall ensure that You have all necessary rights and licenses to interoperate any Third Party Offering with any C3 Service as contemplated in this Agreement.

4.4 **Open Source Software.** In no event will You or any User incorporate into any Customer Application or Customer Extension or otherwise use any Third Party Offerings in connection with the C3 Services that include any software code licensed under the GNU GPL or APGL or any similar “open source” or “copyleft” license that would require Us to make the source code of any part of the C3 Services available to any third party that receives or uses the object code version thereof.

5. FEES AND PAYMENT

5.1. **Fees.** You will pay all fees specified in Order Forms to the prime contractor in accordance with the GSA Schedule Pricelist. Notwithstanding any termination for convenience or cancellation of an Order Form by the Customer to the prime contractor, C3 is not responsible for any refunds. The following terms apply to any future order placed by Customer to C3: fees are based on the C3 Services subscriptions purchased and cannot be decreased during the applicable Subscription Term, even if the actual usage is lower than the permitted usage set forth in an Order Form, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) fees cannot be decreased during the relevant Subscription Term. Fees for the right to access and use C3 Services shall be set forth in the Order Form in accordance with the GSA Schedule Pricelist. Fees for C3 Implementation Services shall be set forth in the applicable Order Form or Statement of Work in accordance with the GSA Schedule Pricelist.

5.2. **Invoicing and Payment.** These terms are by and between Customer and the prime contractor.

5.3. **Overdue Charges.** These terms are by and between Customer and the prime contractor.

5.4. **Suspension of Service and Acceleration.** These terms are by and between Customer and the prime contractor.

5.5. **Payment Disputes.** These terms are by and between Customer and the prime contractor.

5.6. **Taxes.** These terms are by and between Customer and the prime contractor.

5.7. **Future Functionality.** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

6. PROPRIETARY RIGHTS AND SUBSCRIPTIONS

6.1. **C3 Intellectual Property Ownership and Reservation of Rights.** Except as otherwise provided herein, We and Our licensors hereby retain all right, title and interest, including all Intellectual Property Rights, in and to the C3 Materials, including all derivative works, modifications, enhancements and adaptations thereto. No rights are assigned or granted to You hereunder, other than as expressly set forth herein, 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 Materials.

6.2. Customer Intellectual Property Ownership. Except as otherwise provided herein, Customer hereby retains all right, title and interest, including all Intellectual Property Rights, in: (i) Customer Applications; (ii) Customer Extensions; (iii) Customer’s Confidential Information; and (iv) CoE IP Contributions, if applicable (collectively “**Customer Materials**”). C3 will not delete or in any manner alter the copyright, trademark, and other proprietary notices of Customer, if any, appearing on any Customer Materials.

6.2.1 C3 shall assign and does assign to Customer all of its right, title, and interest in the CoE IP Contributions, if applicable, immediately upon their creation, or will cause the same to be so assigned. C3 shall execute any documents reasonably required to give effect to this Section.

6.2.2. The Parties agree that C3 will use commercially reasonable efforts not to integrate any C3 Materials into CoE IP Contributions, if applicable, without first obtaining Customer’s agreement to such integration. Where Customer agrees to the integration of such C3 Materials, C3 shall grant the license to such C3 Materials as set out in Section 6.3 below. If C3 integrates any C3 Materials into CoE IP Contributions, if any, and fails to obtain Customer’s advance agreement to such integration, C3 will record the inclusion of such C3 Materials in a register within 90 days of integration, and C3 shall grant the rights to such C3 Materials as set out in Section 6.3 below. If C3 fails to record its inclusion of a C3 Material in the CoE IP Contributions, if any, within the 90 day period referenced above (“**Unregistered C3 Material**”), C3 hereby grants Customer a worldwide, perpetual, royalty-free, nonexclusive, non-transferable license to use the Unregistered C3 Material in connection with the Customer’s use of the Customer Applications and Customer Extensions, including as needed therefor, to copy, translate, adapt, improve, correct, distribute, and modify the Unregistered C3 Material in connection therewith.

6.2.3. C3 may also request ownership of CoE IP Contributions which do not constitute C3 Materials. In such a case, the Parties may separately negotiate an assignment or a license.

6.2.4. Customer hereby grants to C3, and shall procure the grant of, a worldwide, royalty- free, non-exclusive, non-transferable license (and, where relevant, with the right for C3 to sub-license to its Affiliates or subcontractors) during the term of the applicable Order Form to use, run, copy, modify, enhance, host and maintain the Customer Materials, and to permit its Affiliates and subcontractors to run, copy, modify, enhance, host and maintain the Customer Materials, in each case as necessary to perform its obligations under this Agreement and relevant Order Forms.

6.3 Subscription to C3 Materials Embedded in the CoE IP Contributions. Subject to all the terms and conditions of this Agreement, C3 grants to Customer a non-transferable, non- sublicensable (except to Users), non-exclusive, worldwide right to use the C3 Materials embedded in the CoE IP Contributions, if any, solely to the extent necessary for Customer’s authorized use of the C3 Platform as permitted under Section 3.1 for the duration of the Subscription Term(s) under the applicable Order Form(s).

6.4. Your Data. You own all right, title and interest in Your Data. You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term license (a) to host on the C3 Platform, copy, transmit, display and use Your Data, Customer Applications, Customer Extensions and program code created by or for You using a C3 Service or for use by You with the C3 Services, as reasonably necessary for Us to provide the C3 Services in accordance with this Agreement, and (b) to use Your Data for purposes of calculating benchmarks and other analyses that We use internally or to improve the

C3 Services, provided that such use shall be solely on an anonymized basis, and We shall not use or disclose any personally identifiable information or reveal Your identity in connection with such use of Your Data. Subject to the express terms herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data. When You are developing or operating the Customer Application or Customer Extension in conjunction with the C3 Platform or the applicable C3 Application, respectively, during the applicable Subscription Term, subject to the terms of this Agreement, We grant you a worldwide, non-exclusive right, for Your internal business purposes only, to use such C3 Materials that are and solely to the extent necessary to develop or operate the Customer Application or Customer Extension during the paid for Subscription Term.

6.5. 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 concerning Our or Our Affiliates' current or future products or services ("**Feedback**").

6.6. Federal Government End Use Provisions. We provide the C3 Services, including related software and technology, including technical data, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the C3 Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. The terms of this Agreement supersede and are in lieu of any FAR, DFARS, or supplemental regulations to the FAR.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is designated in writing as confidential. Regardless of marking: (a) Your Confidential Information includes Your Data; and (b) Our Confidential Information includes the C3 Services, C3 Materials (including C3 training materials), and any performance testing or benchmarking results or other evaluations of or conclusions concerning the C3 Materials. 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, (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.

7.2. Non-Disclosure. The Receiving Party (i) 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); (ii) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and permitted

contractors and subcontractors who are not C3 Competitors, and who need that access for purposes consistent with this Agreement. C3 may require, in its sole discretion, that such contractors and subcontractors have an active confidentiality agreement with C3 or an equivalent obligation under law or regulation. We may use any residual information. Residual information means the 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 Services under this Agreement. Either party may disclose the terms of this Agreement or any Order Form 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 "Confidentiality" section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form 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 to do so, provided 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 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. The Confidential Information of C3 is exempt from release under the Freedom of Information Act, 5 U.S.C. §552(b)(4) and is subject to the Federal Trade Secrets Act, 19 U.S.C. §1905.

7.4 **Injunctive Relief.** You agree that any unauthorized disclosure of Our Confidential Information will cause immediate and irreparable injury to Us and that, in the event of such breach, We will be entitled, in addition to any other available remedies, to immediate and injunctive relief pursuant to Section 12.1(c) below, without bond and without necessity of showing actual monetary damages, unless such relief is not available under applicable Federal procurement law.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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

8.2. **Our Warranties.** We warrant that during an applicable Subscription Term (a) the Technical Specification C3 001: Data, Platform, and Application Security will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Subscribed C3 Applications or C3 Platform, as applicable, (c) the Subscribed C3 Platform and C3 Applications will perform materially in accordance with the applicable Documentation, and (d) the C3 Implementation Services and C3 CoE Support Services, as applicable, will be performed in a professional and workmanlike manner in conformance with generally accepted industry standards, and the C3 Maintenance and Support Services will be performed in material conformance with Exhibit A-1. For any breach of a warranty above, Your exclusive remedies are as follows: (i) Section 8.2(a) above, the update of the Technical Specification C3 001: Data, Platform, and Application Security to

accurately reflect the applicable safeguards; (ii) Sections 8.2(b) and 8.2(c) above, the repair or replacement of the applicable functionality in the C3 Application or the C3 Platform; and (iii) Section 8.2(d), the re-performance of any substandard C3 Implementation Services, C3 CoE Support Services (if any), or C3 Maintenance and Support Services, reported to Us within 60 days of completion of the applicable service. The foregoing warranties are subject to Customer's implementation within no more than ninety (90) days of all updates and upgrades made available by C3.

8.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. 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.** Subject to 28 USC §516, We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any C3 Service 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, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) subject to 28 USC §516, 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 Service in combination with any software, hardware, network, data, or system not supplied by C3, including Your Data, any Third Party Offering, Customer Application or Customer Extension, where the alleged infringement or misappropriation relates to such combination, (iii) any modification or alteration of the C3 Services (other than by C3), (iv) where You continue the allegedly infringing or misappropriating activity after being informed of modifications that would avoid the alleged infringement or misappropriation, or (v) use of the C3 Service other than in accordance with the terms and conditions of this Agreement. If We receive information about an infringement or misappropriation claim related to a C3 Service, We may in Our discretion and at no cost to You (x) modify the C3 Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (y) obtain a license for Your continued use of that C3 Service in accordance with this Agreement, or (z) terminate Your subscriptions for that C3 Service and refund to the prime contractor for Your benefit any prepaid fees covering the remainder of the term of the terminated subscriptions. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. pursuant to jurisdictional statute 28 USC §516.

9.2. **Reserved.**

9.3. **Exclusive Remedy.** This 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. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT RECEIVED BY C3 FOR THE C3 SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. EXCEPT AS SET FORTH ABOVE, THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, 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. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. **TERM AND TERMINATION**

11.1 **Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

11.2. **Term of Subscriptions.** The term of each subscription shall be as specified in the applicable prime contract Order Form.

11.3. **Termination.** Any disputes will be subject to the Contract Disputes Act. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, C3 shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

11.4. **Refund or Payment upon Termination.** Refund or Payment upon termination is as set forth in the prime contract between prime contractor and You.

11.5. Your Data Portability and Deletion; Customer Application and Customer Extension

Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data, any Customer Applications, and any Customer Extensions, 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 of Your Data, any Customer Applications or any Customer Extensions, and as provided in the 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. Surviving Provisions. The sections titled Section 1 (“Definitions”), Section 3.3 (“Your Responsibilities”), Section 4 (“Non-C3 Providers”), Section 5 (“Fees and Payment”), Section 6.1 (C3 Intellectual Property Ownership”), Section 6.2 (“Customer Intellectual Property Ownership”), Section 6.4 (“Your Data”), Section 6.5 (“License to Use Feedback”), Section 6.6 (“Federal Government End Use Provisions”), Section 7 (“Confidentiality”), Section 8.3 (“Disclaimers”), Section 9 (“Mutual Indemnification”), Section 10 (“Limitation of Liability”), Section 11.5 (“Your Data Portability and Deletion; Customer Application and Customer Extension Deletion”), Section 11.6 (“Surviving Provisions”), and Section 12 (“Governing Law and Jurisdiction; Notices”) and Sections 13.3 and 13.5-13.9 (“General Provisions”) will survive any termination or expiration of this Agreement.

12. GOVERNING LAW AND JURISDICTION; NOTICES

12.1. Governing Law and Venue.

(a) This Agreement shall be governed by and construed under the Federal laws of the United States and, where there is no applicable Federal law, under the laws of the State of California, excluding its conflict of law rules.

(c) You and We 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.

12.2. 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, 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. Notices to

You will be addressed to the ordering activity address on the face of the Order to the prime contractor under which you purchased the C3 Services. Email notices to C3 will be emailed to C3legal@C3.ai.

13. GENERAL PROVISIONS

13.1. **Export Compliance.** The C3 Services, 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 permit Users to access or use any C3 Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation. You will not provide to C3, 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 legal@c3iot.com.

13.3 **Entire Agreement and Order of Precedence.** This Agreement and Statements of Work negotiated between You and Us constitute the entire agreement between You and Us regarding Your use of the C3 Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter between us. This Agreement is incorporated into a prime contract under which you purchased the C3 Services. Your prime contract commitments from the prime contractor are separate from this Agreement and this Agreement does not modify any other terms of your prime contract. The terms of prime contract are not incorporated into the obligations between You and C3 under this Agreement. 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 does not modify any term between You and Us. In the event of any conflict or inconsistency among the following documents, the order of precedence between You and Us shall be: (1) the applicable Statement of Work, (2) this Agreement, and (3) the Documentation.

13.4. **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). Any assignment of this Agreement by C3 shall be in accordance with FAR 42.12. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.5. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement. Authorized ordering activities may order C3 Services subject to the terms of this Agreement by ordering from a prime contractor with authority to sell the C3 Services.

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.** C3 may reference Customer and the nature of the Services provided hereunder in C3 business development and marketing efforts, including without limitation its web site. Customer agrees to allow C3 to issue a press release upon execution of this Agreement provided Customer has approved such press release in writing and in advance, such approval not to be unreasonably withheld, and to use Customer's name in any listing of customers of C3. C3 acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203- 71.

13.10 **Insurance.** We will maintain the following insurance coverage during the term of this Agreement: (a) Commercial general liability insurance, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; provided that the limits may be satisfied by primary, umbrella or excess insurance; (b) Worker's compensation coverage as statutorily required and Employer's Liability insurance with limits of liability of not less than \$1,000,000 per Person / per accident / per occupational disease; (c) Technology errors and omissions insurance with minimum limits of coverage of not less than \$5,000,000 per claim, covering all acts, errors, and omissions; and (d) Umbrella liability with limits of per occurrence and in the aggregate of \$15,000,000.

Exhibit A-1
C3 Maintenance and Support Services

We will provide C3 Maintenance and Support Services relating to the access and operation of the Subscribed C3 Materials as set forth in the table and notes below. To receive such support, You must report technical issues in a timely manner to Our designated support contact(s) and provide assistance as requested by Us to diagnose and resolve such issues. Maintenance and support for Customer Applications will be provided by the CoE, if applicable. Our obligations to provide support are subject to Your implementation within no more than 90 days of all updates and upgrades that We make available to You or generally.

Support Category	Provision
Case Limit	No Limit
Response Time	See Response Time Matrix ¹
On-line Self Service Portal	Included
Support Hours	9 hours per day; 5 days per week ²

Note 1: Response Time Matrix

Severity Level	Severity Definition	Examples	Response Time
P1	Severe Business Impact	<ul style="list-style-type: none"> • Production system down or not accessible • Data loss/corruption • Repeated service interruptions • Severe performance degradation impacting business 	60 minutes
P2	Significant Loss of Functionality	<ul style="list-style-type: none"> • Critical previously available functionality missing without workarounds but system is otherwise up • Intermittent service interruptions • Noticeable but tolerable performance degradation 	8 hours
P3	Minor Impact	<ul style="list-style-type: none"> • Some functionality not working as expected but there are workarounds available • How-to or usage questions 	1 business day
P4	No Operational Impact	<ul style="list-style-type: none"> • Enhancement requests • General questions 	3 business days

Note 2. Support Hours.

Standard Support includes Tier 2 and 3 support from 9 a.m. to 6 p.m. Pacific Standard Time excluding weekends and company holidays. We will use reasonable efforts to meet the “response time” goals set forth in the table above, based upon the aforementioned hours of operation.

Exhibit A-2
Service Level Agreement

1. C3 OFFERING AVAILABILITY PROVISIONS

Customer shall have the right to the availability provisions set forth herein for the Subscribed C3 Platform and C3 Applications (“**C3 Offering**”). Our obligations set forth in this Exhibit A-2 are subject to Your implementation within no more than 90 days of all updates and upgrades that We make available to You or generally.

2. DEFINITION OF AVAILABILITY

“**Availability**” or “**Available**” means Customer is able to access the C3 Offering via the C3 site. “**Downtime**” means any sustained period of time during which the C3 Offering is not Available, with the following exceptions:

2.1 Scheduled or planned maintenance (which is limited to a planned maintenance window agreed to by C3 and the Customer) and emergency maintenance (for which C3 will use commercially reasonable efforts to provide a 24-hour notice, if feasible);

2.2 Any period in which Customer is unable to use the C3 Offering due to Customer’s misconduct or misuse; and

2.3 To the extent arising out of the following circumstances outside of the control of C3 or its third party providers:

(a) a failure or malfunction resulting from scripts, data, applications, algorithms, equipment, or services provided and/or performed by Customer;

(b) outages initiated by C3 or its third party provider at the request or direction of Customer for maintenance, back up, or other purposes;

(c) outages occurring as a result of any actions or omissions taken by C3 or its third party providers at the request or direction of Customer;

(d) outages resulting from Customer’s equipment and/or third party equipment not within the control of C3 or its third party providers or outages of any applicable third party Hosting Service;

(e) events resulting from an interruption or shut down of the C3 Offering due to circumstances reasonably believed by C3 or its third party providers to be a significant threat to the normal operation of the C3 Offering, the facility from which the C3 Offering is provided, or access to or integrity of Customer’s Data (e.g., a hacker or a virus attack);

(f) outages due to system administration, commands, file transfers performed by Customer’s representatives;

(g) “**Non-Availability Event**” meaning any material event or circumstance, or combination of material events or circumstances, that (a) arises after the Effective Date, (b) is beyond the commercially reasonable control of the party claiming the Non-AvailabilityEvent, (c) is not the result of the negligence of, or caused by, the party claiming the Non-AvailabilityEvent, and (d) is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence of the party claiming the Non-AvailabilityEvent, including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the affected party’s own employees), but does not include (w) nonperformance by Our suppliers; (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, and provided that You shall not be required to pay for any services not delivered due to a Non-AvailabilityEvent; and

(h) lack of availability or untimely response time of Customer to respond to incidents that require Customer's participation for source identification and/or resolution, including meeting Customer's responsibilities for any services.

3. **TARGET C3 OFFERING AVAILABILITY**

The "**Target C3 Offering Availability Level**" is the C3 Offering Availability Level that C3 plans to meet or exceed during each calendar year for which Customer is current in its payment obligations to C3. The "**C3 Offering Availability Level**" is the number of hours during a particular period (as specified in the following sentence) that the C3 Offering was Available to Customer, excluding Downtime events (as defined above), divided by the total number of hours during such period (as measured at the end of such period). The Target C3 Offering Availability Level is 99.5% for the C3 Platform (if Subscribed) in any calendar year and 99.5% for the Subscribed C3 Applications in any calendar year.

4. **SERVICE LEVEL CREDIT.**

If: (a) a Downtime event occurs; (b) within seventy-two (72) hours of such Downtime event, Customer logs a service request providing detail regarding the Downtime event and requesting a Credit (as defined below), and (c) the C3 Offering Availability Level is below the applicable Target C3 Offering Availability Level as measured for the applicable period, C3 will issue to prime contractor for the sole benefit of Customer 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, Customer 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 Application or Customer Application in any calendar year. Customer will not be eligible to receive multiple Credits for the same service request, for multiple service requests across different C3 Offerings that arise from the same outage, or as a result of multiple service failures or outages occurring during the same period of time. Credits can be applied by Customer only towards subscription fees owed prime contractor on a prospective basis, limited to the subscription fees due in the immediately succeeding invoice with no right to roll over Credits to subsequent periods. Any Credits that remain unused at the end of the then current year shall be forfeited. C3 shall keep track of the number of Credits accrued by Customer for each C3 Offering. Within ten (10) days after the end of each year during the term of the Agreement, C3 will notify prime contractor of the aggregate number of Credits accrued during the immediately preceding year for each C3 Offering, and C3 will require prime contractor to apply such Credits towards the

subscription fees owed to prime contractor by Customer for the respective C3 Offering. If C3 meets or exceeds the applicable Target C3 Offering Availability Level for an application in a calendar year, Customer shall have no right to obtain Credit(s) for that application in the same calendar year. The remedies set forth in this Exhibit A-2 shall be Customer's sole and exclusive remedy and C3's sole liability for breach of uptime obligations related to Subscribed C3 Offering.