C3 CODE TERMS OF SERVICE

Last Updated: November 19, 2026

These C3 Code Terms of Service (these "**Terms**") are entered into between C3.ai, Inc. ("**C3 AI**") and Customer and govern Customer's access to and use of C3 Code and the C3 AI Services.

If you are entering into these Terms on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you are authorized to bind that entity to these Terms, in which case "**Customer**" will refer to that entity (otherwise, "Customer" refers to you as an individual).

The "**Effective Date**" of these Terms is the effective date of the initial Order Form that references these Terms, or if you are a Month-to-Month Customer, the date Customer first accepts these Terms or first accesses or uses C3 Code, whichever is earlier. Unless otherwise indicated, capitalized terms have the meaning set forth in Section 10 (Definitions) or otherwise assigned to them in these Terms.

1. Use of C3 Code

1.1 **Online Order.** The terms of the Online Order Form are incorporated by reference herein and shall apply to any online order, except as otherwise expressly agreed in writing between Customer and C3 AI.

1.2 **Access and Support.**

(a) **Provisioning.** C3 AI will activate a URL to permit Customer to access C3 Code in C3 AI's hosting services account, at which time C3 Code is automatically deemed accepted. If the Deployment Infrastructure is not C3 AI's hosting services account, then (i) C3 Code will be available in C3 AI's hosting services account until an instance of C3 Code is installed in the Deployment Infrastructure, at which time C3 AI will suspend access to the instance in C3 AI's hosting services account; and (ii) subject to Customer's ongoing compliance with these Terms, C3 AI grants Customer a non-exclusive, non-transferable, and non-sublicensable right during the Subscription Term to install C3 Code on the Deployment Infrastructure for the limited purpose set forth in these Terms.

(b) **License.** Upon the effective date of the applicable Order Form, and subject to its terms, C3 AI grants Customer a non-exclusive, non-transferable, and non-sublicensable right, during the Subscription Term, to permit an unlimited number of Users, at an unlimited number of Customer's sites, to use C3 Code in the Deployment Environment in accordance with the C3 Code Documentation to build and run Customer Applications for Customer's internal use, starting from the application packages in C3 Code if Customer chooses.

(c) **Support and Service Levels.** During the Subscription Term, and subject to Customer's compliance with these Terms, C3 AI will provide the C3 Code support services described in the C3 AI Support Services Description and will use commercially reasonable efforts to make C3 Code available as set forth in the C3 AI Service Level Agreement, each available at https://c3.ai/legal.

1.3 **Use Limits.** Customer 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 Customer or Users, unless expressly stated otherwise in these Terms;

(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) use C3 Code to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights;

(d) use C3 Code to store or transmit code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses;

(e) interfere with or disrupt the integrity or performance of C3 Code or third-party data contained therein;

(f) attempt to gain unauthorized access to C3 Code or its related systems or networks;

(g) permit direct or indirect access to or use of C3 Code in a way that circumvents Customer's obligations in these Terms, including contractual usage limits, or use C3 Code to access or use any C3 AI Materials except as permitted under these Terms;

(h) frame or mirror any part of C3 Code, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes;

(i) 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 C3 Code;

(j) incorporate or otherwise use any software (including any Third Party Offering) in connection with C3 Code or C3 AI Services that includes or links to any software code licensed under the GNU GPL or AGPL or any similar "open source" or "copyleft" license that would require C3 AI to make the source code of any part of C3 Code available to any third party;

(k) alter, modify, or create derivative works of C3 Code; or

(l) access, use or copy C3 Code (including any features, functions, or interface of C3 Code) to: (1) build a competitive product or service; (2) build a product or service using similar features, functions, or user interface of C3 Code; or (3) benchmark C3 Code with any third-party product or service.

1.4 **Customer Responsibilities.**

(a) **Hosting Services.** If Customer contracts for the Deployment Infrastructure with a hosting services provider, Customer will (i) create an account with the provider; (ii) give C3 AI complete and accurate information regarding the account and keep it complete and accurate at all times; and (iii) cooperate with C3 AI as reasonably necessary to facilitate timely installation of C3 Code in accordance with the applicable C3 AI Installation Guide(s) available at https://c3.ai/legal, as updated by C3 AI from time to time. If Customer requires C3 AI's assistance to install C3 Code other than in accordance with the Installation Guides, C3 AI may require Customer to pay additional fees, unless otherwise stated in Customer's Order Form.

(b) **Security.** Customer is responsible for (i) maintaining the security of Customer's hosting services account (for example, login credentials or security keys); (ii) all activities that occur under Customer's account; and (iii) any other actions taken in connection with Customer's account. C3 AI is not responsible for unauthorized access to Customer's account. Customer will notify C3 AI promptly if Customer believes there has been unauthorized access to or use of Customer's account.

(c) **Usage.** Customer will:

(i) be responsible for Users and any third party granted access to C3 AI Materials by Customer;

(ii) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired it, and obtaining adequate permissions to process it with C3 Code;

(iii) use commercially reasonable efforts to prevent unauthorized access to or use of C3 AI Materials, and notify C3 AI promptly of any such access or use;

(iv) use C3 AI Materials only in accordance with these Terms, the C3 Code Documentation, and applicable laws and government regulations;

(v) be solely responsible for procuring Customer's own business intelligence tools;

(vi) be responsible for complying with the terms of service of any Third Party Offering with which Customer uses any C3 AI Materials;

(vii) be responsible for the use of recommendations or computational results provided by C3 Code and the outcome realized by such use; and

(viii) comply with all obligations in the applicable Operational Control for the Deployment Environment. C3 AI's obligations under these Terms are contingent upon Customer's compliance with the applicable Operational Control.

1.5 **Security and Data Protection.**

(a) C3 AI will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. C3 AI will not use Customer Data except (i) to operate C3 Code and provide C3 AI Services and to address service or technical problems and as permitted by Section 3.3 (License to Customer Materials); (ii) as compelled by law in accordance with Section 2 (Confidentiality); or (iii) as Customer expressly permits in writing.

(b) Where Customer's use of C3 Code or C3 AI Services requires C3 AI to process personally identifiable information, Customer will notify C3 AI in writing before giving C3 AI access to it, and the C3 AI Data Processing Agreement at https://c3.ai/legal will apply to that processing. Customer will not provide any information that is protected health information under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), except under a separate Business Associate Agreement mutually agreed in writing between Customer and C3 AI.

1.6 **Suspension.** C3 AI may monitor all use of C3 Code for security and operational purposes. C3 AI may temporarily suspend Customer's access to C3 Code if C3 AI reasonably determines that such access and use poses a security risk or is a threat to the function of C3 Code, or if a User is engaged in, or C3 AI in good faith suspects is engaged in, any unauthorized conduct, including any violation of these Terms, any applicable law, or third-party rights; provided that C3 AI will use commercially reasonable efforts under the circumstances to give Customer notice and an opportunity to remedy the unauthorized conduct before suspending. C3 AI will restore access promptly after the cause of the suspension has been resolved. Suspension for non-payment is governed by the Additional Billing and Commitment Terms.

1.7 **Third Party Offerings.** C3 Code may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offerings from their providers, and may be required to grant C3 AI access to Customer's account(s) on such Third Party Offerings. C3 AI does not guarantee the continued availability of such C3 Code features, and may cease providing them without entitling Customer 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 Code features in a manner acceptable to C3 AI. These Terms do not govern Customer's use of Third Party Offerings, including any LLM or other model service that Customer obtains from a third party under a direct contract between Customer and that provider. LLM usage under Customer's own provider keys (BYOK) is a Third Party Offering billed by Customer's provider and does not use Credits. If Customer chooses to use a Third Party Offering with C3 Code, Customer grants C3 AI

permission to allow the Third Party Offering and its provider to access Customer Data as required for interoperation with C3 Code, and C3 AI is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by that Third Party Offering or its provider. Customer will ensure that Customer and its Affiliates have all necessary rights and licenses to interoperate any Third Party Offering with C3 Code.

1.8 **Audit Rights.** Customer will maintain all records of Customer's and its Users' use of the C3 AI Materials and compliance with these Terms for three (3) years after the end of the Subscription Term. Upon reasonable prior notice, C3 AI has the right, including through an appointed representative, no more than once every twelve (12) months, at C3 AI's expense, to examine such records and accounts during Customer's normal business hours to verify compliance with these Terms. By requesting an audit, C3 AI does not waive its rights to enforce these Terms or to protect its Intellectual Property Rights by any other means permitted by law.

2. Confidentiality

A receiving party will not use the disclosing party's Confidential Information except as permitted under these Terms or to enforce its rights under these Terms, and will not disclose such Confidential Information to any third party except to those of its employees, Affiliates, agents, advisors and/or subcontractors ("**Representatives**") who have a bona fide need to know such Confidential Information; provided that each such Representative is bound by use and disclosure restrictions consistent with the terms set forth in this Section. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using reasonable care. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required by applicable laws or a binding court order; provided that such party shall provide prior written notice to the other party to the extent legally permitted to do so. C3 AI may use any ideas, know-how, and techniques retained in the unaided memories of its personnel who have had access to Customer's Confidential Information in the course of performing C3 AI Services under these Terms. Each party acknowledges and agrees that, in the event of a breach of this Section, the non-breaching party may be irreparably harmed, damages alone would not be a sufficient remedy, and therefore, the non-breaching party will be entitled to seek appropriate equitable relief in addition to any other remedies that may be available.

3. Intellectual Property

3.1 **C3 AI Materials.** Subject to the limited rights granted in these Terms, C3 AI and its licensors 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 Customer other than as expressly set forth in these Terms, and no implied license or right of any kind is granted to Customer. Customer will not delete or in any manner alter C3 AI's copyright, patent, trademark, or other proprietary notices, if any, appearing in any C3 AI Materials.

3.2 **Customer Materials.** Subject to the limited rights granted in these Terms, Customer retains all right, title, and interest, including all Intellectual Property Rights, in Customer Materials, including the Customer Applications Customer builds with C3 Code. C3 AI will not delete or in any manner alter Customer's copyright, trademark, and other proprietary notices, if any, appearing on any Customer Materials.

3.3 **License to Customer Materials.** Customer grants C3 AI, its Affiliates, and applicable contractors a royalty-free, nonexclusive, non-transferable license (a) to use Customer Materials to perform C3 AI's obligations under these Terms; and (b) to anonymize and aggregate Customer Data and use such aggregated and anonymized data for purposes of calculating benchmarks and other analyses that C3 AI uses internally or to improve C3 AI Services, provided C3 AI will not use or disclose any personally identifiable information or personal data or reveal Customer's identity in connection with

such use of Customer Data. C3 AI does not use Customer Data to train generative AI models that are made available to third parties.

3.4 **License to Use Feedback.** Customer grants to C3 AI and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license, without restriction, to use in any manner and incorporate into C3 AI's and/or its Affiliates' products or services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to C3 AI's or its Affiliates' current or future products or services. Feedback does not include Customer Materials or Customer's Confidential Information.

4. Warranties; Remedy

4.1 **Warranties.** Each party warrants that it has the authority to enter into these Terms and perform its obligations hereunder. C3 AI warrants that: (1) during the Subscription Term, C3 Code will function substantially in accordance with the C3 Code Documentation; and (2) C3 AI Services will be provided in a professional and workmanlike manner consistent with industry standards. For C3 AI Services this warranty will not apply unless Customer provides written notice of a claim within ninety (90) days from performance of the deficient C3 AI Services.

4.2 **Disclaimer.** 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BETA SERVICES AND ANY C3 CODE OR C3 AI SERVICES PROVIDED UNDER A FREE TRIAL PERIOD ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND.

4.3 **Warranty Remedy.** For any breach of a warranty in Section 4.1 (Warranties), Customer's exclusive remedies are as follows: (a) for the warranty in Section 4.1(1), the repair or replacement of the applicable functionality in C3 Code; and (b) for the warranty in Section 4.1(2), the re-performance of any substandard C3 AI Services. The foregoing warranties are subject to Customer's implementation, within no more than ninety (90) days, of all updates and upgrades C3 AI makes available to Customer.

5. Indemnification

5.1 **Indemnification by C3 AI.** Subject to Section 5.5 (Conditions of Indemnification), C3 AI will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by an unaffiliated third party alleging that C3 Code infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees, and costs finally awarded against Customer, or amounts paid by Customer under a settlement approved in writing by C3 AI, as a result of a Claim Against Customer. This obligation does not apply to a Claim Against Customer to the extent it arises out of (i) C3 AI's compliance with Customer's specifications; (ii) use of C3 Code in combination with any software, hardware, network, data, or system not supplied by C3 AI; (iii) any modification or alteration of C3 Code by anyone other than C3 AI; (iv) Customer's continuing the allegedly infringing or misappropriating activity after being informed by C3 AI of modifications that would avoid it; or (v) use of C3 Code other than in accordance with these Terms.

5.2 **Other Remedies.** If C3 AI receives information about an infringement or misappropriation claim related to C3 Code or the C3 AI Services, then C3 AI may at its sole option and expense: (a) replace

or modify the applicable C3 Code or C3 AI Services with a non-infringing, functional equivalent; (b) procure for Customer the rights to use that portion of C3 Code or the C3 AI Services alleged to be infringing; or (c) terminate Customer's use of the allegedly infringing portion of C3 Code or the C3 AI Services and, upon such termination, refund to Customer any unused, prepaid fees for the impacted C3 Code or C3 AI Services.

5.3 **Indemnification by Customer.** Subject to Section 5.5 (Conditions of Indemnification), Customer will defend C3 AI against any claim, demand, suit, or proceeding made or brought against C3 AI by a third party alleging that any Customer Materials or any Third Party Offering infringes or misappropriates such third party's Intellectual Property Rights, arising from Customer Data or its use with C3 Code, or arising from Customer's or Users' use of C3 Code or Customer Data in violation of these Terms, the C3 Code Documentation, or applicable law (each a "**Claim Against C3 AI**"), and Customer will indemnify C3 AI from any damages, attorney fees, and costs finally awarded against C3 AI, or amounts paid by C3 AI under a settlement approved in writing by Customer, as a result of a Claim Against C3 AI.

5.4 **Exclusive Remedy.** This Section 5 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 5.

5.5 **Conditions of Indemnification.** A party's obligations under Section 5.1 or Section 5.3, as applicable, are conditioned on the indemnified party (a) promptly giving the indemnifying party written notice of the Claim Against Customer or Claim Against C3 AI, as applicable; (b) giving the indemnifying party sole control of the defense and settlement of the claim, except that the indemnifying party may not settle any claim unless it unconditionally releases the indemnified party of all liability; and (c) giving the indemnifying party all reasonable assistance, at the indemnifying party's expense.

6. Limitation of Liability

6.1 **Disclaimer.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS 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) CUSTOMER'S USE OF THE COMPUTATIONAL RESULTS THAT CUSTOMER OBTAINS FROM THE USE OF C3 CODE; OR (E) THE UNAVAILABILITY OF C3 CODE. 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; AND (2) DOES NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6.2 **General Cap.** THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR C3 CODE AND THE C3 AI SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("**GENERAL CAP**"). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

6.3 **Confidentiality and Data Protection.** NOTWITHSTANDING SECTION 6.2 (GENERAL CAP), EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ITS BREACH OF SECTION 2 (CONFIDENTIALITY) OR SECTION 1.5 (SECURITY AND DATA PROTECTION) IS LIMITED TO TWO (2) TIMES THE GENERAL CAP (THE "**SUPER CAP**").

6.4 **Exclusions from the Caps.** THE LIMITATIONS IN SECTIONS 6.2 AND 6.3 DO NOT APPLY TO (A) A PARTY'S FRAUD; (B) A PARTY'S LIABILITY FOR PERSONAL INJURY; (C) C3 AI'S OBLIGATIONS UNDER SECTION 5.1 (INDEMNIFICATION BY C3 AI); (D) CUSTOMER'S OBLIGATIONS UNDER SECTION 5.3 (INDEMNIFICATION BY CUSTOMER) AND SECTION 7 (PAYMENT) (INCLUDING THE ADDITIONAL BILLING AND COMMITMENT TERMS); OR (E) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

6.5 **Liability Cap Aggregation.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL CAP AND THE SUPER CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP.

6.6 **Beta Services Cap.** NOTWITHSTANDING ANYTHING IN THIS SECTION 6 (LIMITATION OF LIABILITY) TO THE CONTRARY AND TO THE EXTENT PERMITTED BY LAW, C3 AI'S LIABILITY RELATING TO ANY C3 CODE OR C3 AI SERVICES PROVIDED UNDER A FREE TRIAL PERIOD OR ANY BETA SERVICES WILL BE LIMITED TO FIVE THOUSAND US DOLLARS (USD $5,000).

6.7 **Exception.** THE FOREGOING DISCLAIMER APPLIES 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.

7. Payment

Customer will pay all fees specified in the applicable Order Form in accordance with the then-current Additional Billing and Commitment Terms located at https://c3.ai/legal, which set out the terms governing fees, invoicing and payment, suspension for non-payment, and taxes, and which are incorporated by reference into these Terms.

8. Term and Termination

8.1 **Term.** These Terms will continue in full force and effect until terminated by either party pursuant to this Section.

8.2 **Termination.** Either party may terminate these Terms on thirty (30) days' prior written notice if there are no operative, outstanding Order Forms for the provision of C3 Code or the C3 AI Services. Either party may terminate these Terms or an Order Form if the other party is in material breach of these Terms (including nonpayment of undisputed fees) or such Order Form, as applicable, and fails to cure that breach within thirty (30) days after receipt of written notice. Either party can immediately terminate these Terms if the other party has made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, and the proceedings are not dismissed within thirty (30) days.

8.3 **Month-to-Month Customer Termination.** Notwithstanding anything in these Terms to the contrary, C3 AI and Month-to-Month Customer may terminate these Terms upon thirty (30) days' prior written notice to the other party, provided there are no operative Order Forms other than the Online Order Form (which may be cancelled in accordance with its terms).

8.4 **Effect of Termination or Expiration.** All Order Forms terminate upon termination of these Terms. Any breach of an Order Form shall not be deemed a breach of these Terms or any other Order Form. Upon the expiration or termination of these Terms, or the end of a Subscription Term that is not renewed (the "**Termination Date**"), Customer will cease all use of the C3 AI Materials and

permanently and irretrievably delete and destroy all copies of the C3 AI Materials, and will certify that cessation, deletion, and destruction to C3 AI in writing within fifteen (15) days of the Termination Date. If the Deployment Environment is other than C3 AI's hosting services account, then after termination or expiration and upon thirty (30) days' written notice to Customer, C3 AI may examine the Deployment Environment to ensure that all C3 AI Materials have been deleted. Sections 1.3, 1.4, 1.7, 1.8, 2, 3, 4.2, 5, 6, 7, 8.4, 8.5, 8.6, 9, and 10 (and the Additional Billing and Commitment Terms) survive any termination or expiration of these Terms.

8.5 **Refund or Payment upon Termination.** If Customer terminates these Terms or an Order Form for cause in accordance with Section 8.2 (Termination), C3 AI will refund Customer any prepaid fees for C3 Code and C3 AI Services that have not yet been provided as of the effective date of termination. If C3 AI terminates these Terms or an Order Form for cause in accordance with Section 8.2 (Termination), Customer will pay any unpaid fees covering the remainder of the term. In no event will termination relieve Customer of its obligation to pay any fees payable to C3 AI for the period before the effective date of termination.

8.6 **Customer Materials Portability and Deletion.** Customer may export Customer Materials, including Customer's data and application code, at any time during the Subscription Term and for thirty (30) days after the effective date of termination or expiration of these Terms. After that thirty (30) day period, C3 AI will have no obligation to maintain or provide any Customer Materials and, as provided in the C3 Code Documentation, will delete or destroy all copies in its systems or otherwise in its possession or control, unless legally prohibited.

9. General

9.1 **Governing Law and Venue.** These Terms are governed by and construed under the laws of the United States and the State of California, 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 these Terms. Unless prohibited by governing law or venue, each party irrevocably agrees to waive a jury trial. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to these Terms.

9.2 **Equitable Relief; Attorneys' Fees.** Customer acknowledges and agrees that any unauthorized use of C3 AI's Confidential Information or C3 AI Materials will cause immediate and irreparable injury to C3 AI, so that money damages would be incalculable and insufficient, and C3 AI 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 agency, including those in the United States and in the country in which Customer is domiciled. The prevailing party in any legal action related to these Terms is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

9.3 **Export Controls; Trade Sanctions.** Each party will comply in all material respects with all applicable export controls and trade sanctions in using or providing (as applicable) C3 Code and the C3 AI Services. Customer will not permit access to or use of C3 Code or the C3 AI Services in any jurisdiction where such access or use is prohibited. Each party will not use or provide C3 Code or the C3 AI Services in support of any controlled technology, industry, or goods or services, or any other restricted use, without having a valid governmental license, authority, or permission to engage in such conduct. Each party represents that it (and with respect to Customer, any User) is not named on, or controlled or majority-owned by, any entity or individual that is the target of the applicable sanctions or export controls.

9.4 **Anti-Corruption.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of C3 AI's employees or agents in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Customer learns of any violation of this restriction, Customer will use reasonable efforts to promptly notify C3 AI's Legal Department at C3Legal@c3.ai.

9.5 **High-Risk Applications.** C3 AI Materials are not intended for use in, and Customer agrees they 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 these Terms exclude those applications and devices. C3 AI disclaims any and all liability arising out of or related to any such use of the C3 AI Materials.

9.6 **Entire Agreement.** These Terms, together with the applicable Order Form and Product-Specific Terms, are the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede any prior or contemporaneous agreements regarding their subject matter. Except as set out elsewhere in these Terms, any modification or waiver of these Terms must be expressly agreed in writing and signed by both parties. To the extent there is a conflict or inconsistency among provisions of the following documents, the order of precedence shall be as follows: (a) the applicable Order Form, (b) the Product-Specific Terms, and (c) these Terms (including the Additional Billing and Commitment Terms). Customer acknowledges that in entering these Terms, it has not relied on any statement, warranty, representation or other promise of any nature not contained in these Terms (including, but not limited to, any such promise relating to future functionality or features).

9.7 **Independent Contractors.** The parties to these Terms are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.

9.8 **Third-Party Beneficiaries; Affiliates.** There are no third-party beneficiaries under these Terms. Customer's Affiliates may order C3 Code or C3 AI Services subject to these Terms by entering into a separate Order Form. Customer is responsible for its Affiliates' compliance with these Terms.

9.9 **Construction.** The headings in these Terms are solely for convenience and will not be taken into consideration in interpretation of these Terms.

9.10 **Translations.** Any translation of these Terms that is provided as a courtesy shall not be legally binding and the English language version will prevail.

9.11 **Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

9.12 **Execution.** These Terms may be executed in two or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form.

9.13 **Severability.** If any provision of these Terms is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

9.14 **Publicity.** C3 AI may use Customer's name in any listing of its customers and may reference Customer and the nature of C3 Code or C3 AI Services provided hereunder in its business development and marketing efforts, including on its website. Customer agrees to allow C3 AI to

issue a press release upon execution of these Terms, provided Customer has approved the press release in writing and in advance, such approval not to be unreasonably withheld.

9.15 **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 that either party may assign these Terms 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 transaction, or sale of all or substantially all of its assets related to these Terms. Any assignment in violation of this Section 9.15 is void. Subject to the foregoing, these Terms bind and benefit the parties, their respective successors, and permitted assigns.

9.16 **Notice.** Except as otherwise specified in these Terms, Customer may provide notice under these Terms via email to C3 AI's legal department at C3Legal@c3.ai, and C3 AI may provide notice to Customer via the applicable Customer email address identified in an Order Form or associated with Customer's C3 Code account. Notice will be treated as received when the email is sent.

9.17 **Force Majeure.** Neither party will be liable for any failure or delay in the performance of these Terms to the extent such failure or delay is caused by acts beyond the impacted party's reasonable control, including, without limitation, acts of God, acts of government, wars, and acts of terror. This Section does not excuse a party's obligation to take reasonable steps to follow its normal disaster recovery or business continuity procedures or its payment obligations.

9.18 **Changes to these Terms.** C3 AI reserves the right to modify the terms and conditions of these Terms or its policies relating to C3 Code and C3 AI Services at any time, effective upon posting of an updated version of these Terms on the applicable site. Changes to fees are governed by the Additional Billing and Commitment Terms, and no change applies to an Order Form signed by both parties during its then-current term unless that Order Form so provides. Continued use of C3 Code and C3 AI Services after any such changes constitutes Customer's consent to them.

10. Definitions

Defined terms are set out below.

10.1 "**Additional Billing and Commitment Terms**" means the then-current additional billing and commitment terms located at https://c3.ai/legal, which set out the terms governing fees, invoicing and payment, usage commitments, suspension for non-payment, and taxes.

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

10.3 "**Beta Service**" means any C3 Code feature or service that is clearly designated as "beta," "experimental," "preview," or similar, and that is provided before general availability.

10.4 "**C3 AI Materials**" means (a) C3 Code and the C3 Code Documentation; (b) C3 AI's intellectual property existing prior to these Terms; (c) intellectual property created by C3 AI independently of these Terms; (d) C3 AI's training materials related to C3 Code; (e) the results of C3 AI Services (other than Customer Materials); (f) Center of Excellence Software Contributions (as defined in the Product-Specific Terms); (g) derivative works of any C3 AI Materials; and (h) any and all other intellectual property designed or developed by or on behalf of C3 AI to provide features or capabilities in C3 Code, including, where applicable, to enable specific capabilities in Customer Applications.

10.5 "**C3 AI Services**" means C3 Code support services, training, Center of Excellence ("**CoE**") resources, and other similar services that C3 AI provides to Customer, as described in these Terms, the Order Form, or the Product-Specific Terms.

10.6 "**C3 Code**" means the enterprise AI application builder that Customer orders from C3 AI, including the C3 Agentic AI platform, the C3 AI application packages, the agents, and the development and integration tools and components made available in it.

10.7 "**C3 Code Documentation**" means the user documentation made available to Customer by C3 AI for C3 Code, as updated by C3 AI from time to time.

10.8 "**Confidential Information**" means any non-public business or technical information disclosed by or on behalf of either party or their Affiliates to the other in connection with these Terms that is designated as confidential at the time of disclosure or that, under the circumstances, a reasonable person would understand to be confidential or proprietary, which includes but is not limited to C3 Code, the C3 AI Services, the C3 AI Materials, Customer Data, and these Terms and the non-public terms of any Order Form. Regardless of marking, (a) Customer's Confidential Information includes Customer Data; and (b) C3 AI's Confidential Information includes C3 AI Services, C3 AI Materials, and any performance testing or benchmarking results or other evaluations of or conclusions concerning the C3 AI Materials. Confidential Information will not include information that the receiving party can demonstrate is independently developed by the receiving party, rightfully given to the receiving party by a third party without confidentiality obligations, or becomes public through no fault of the receiving party.

10.9 "**Credit**" has the meaning given in the Online Order Form.

10.10 "**Customer Application**" means a software application that Customer builds using C3 Code, but not including any C3 AI Materials.

10.11 "**Customer Data**" means all electronic data and electronic information submitted by or for Customer, including Inputs and Outputs, but excluding C3 AI Materials, to be processed on or by C3 Code.

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

10.13 "**Deployment Environment**" means the environments (for example, development (DEV), testing (QA), and production (PROD)) into which C3 Code and Customer Applications are deployed on the Deployment Infrastructure.

10.14 "**Deployment Infrastructure**" means the infrastructure on which C3 Code will be deployed.

10.15 "**Input**" means any prompt, instruction, file, data, or other content that Customer or its Users submit to C3 Code, including to any large language model or other model service made available through C3 Code.

10.16 "**Intellectual Property Rights**" means 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 rights in applications and registrations relating to the foregoing.

10.17 "**Month-to-Month Customer**" means a Customer that has a monthly subscription to C3 Code, which renews automatically until cancelled.

10.18 "**Online Order Form**" means the C3 Code online order form located at https://c3.ai/legal.

10.19 "**Operational Control**" means the C3 AI Operational Controls Description, available at https://c3.ai/legal, detailing the roles and responsibilities of Customer and C3 AI in the deployment of C3 Code in the Deployment Infrastructure.

10.20 "**Order Form**" means an order form, online order, or similar agreement for C3 Code or C3 AI Services entered into by Customer or any of its Affiliates and C3 AI, including any addenda and supplements. The Online Order Form is the Order Form for the Month-to-Month Plan and shall

apply for any online order except as otherwise expressly agreed in writing between Customer and C3 AI.

10.21 "**Output**" means any text, code, application, or other content generated by C3 Code, or by any large language model or other model service that C3 AI provides through C3 Code, in response to an Input.

10.22 "**Product-Specific Terms**" means the C3 Code Product-Specific Terms for specific features or C3 AI Services Customer orders, available at https://c3.ai/legal.

10.23 "**Subscription Term**" means the term of Customer's subscription to C3 Code and/or C3 AI Services, as specified in the applicable Order Form.

10.24 "**Third Party Offering**" means any software or services that Customer licenses or procures from a third party that Customer uses in connection with, or which interoperate with, C3 Code.

10.25 "**User**" means an individual employee or contractor of Customer or of Customer's Affiliates whom Customer authorizes to access or use C3 Code. There is no limit on the number of Users or on the number of Customer's sites.