C3 AI Center of Excellence Description

This C3 AI Center of Excellence Description describes the Center of Excellence ("**CoE**") services provided by Our C3 AI CoE FTE resources. In the event of a conflict between the terms of this C3 AI Center of Excellence Description and the terms of the C3 AI End User License Agreement or other agreement with Us governing Your use of C3 AI Software (the "**Agreement**"), the terms and conditions of this C3 AI Center of Excellence Description apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

The Center of Excellence services provide premium support services by a team of Our C3 AI CoE FTE resources to provide assistance and guidance in the design, development and testing of Customer Application(s) and Customer Extension(s) by Your and Your Affiliates resources (if included as a party to the Agreement). "**C3 AI CoE FTE**" means a full-time equivalent resource for up to 167 person hours per month or 2000 person hours per year.

1.   **CoE Overview.** The purpose of the CoE is to assist You in utilizing or extending C3 AI Applications and developing Your own applications on the C3 AI Platform. To facilitate Your efforts, We provide the following CoE services on C3 AI Platform and C3 AI Applications (if subscribed in the applicable Order) to Your personnel during the Subscription Term of C3 AI CoE FTEs ordered in an applicable Order:
   a.   Support and guidance on the overall C3 AI Platform software application architecture;
   b.   Data integration, data science, and overall software application design, development and deployment support on the C3 AI Platform;
   c.   Training on the C3 AI Software for Your named developer Users; and
   d.   Help to address Your named developer Users' development issues.

2.   **CoE Set Up.** Each Party shall complete the applicable requirements specified below.
   a.   You: (i) Your developers must complete and pass Our developer qualification requirements; (ii) Your developers must successfully complete Our required training and (iii) You must define a reasonable product specification and a reasonable project plan for any Customer Application or Customer Extension to be developed by Your personnel in the CoE.
   b.   Us: (i) We will set up the Development, Quality Assurance, and Production environments for the C3 AI Platform for use by Your qualified named developer Users; and (ii) We will provide online training resources for Your named developer Users.

3.   **CoE FTE Resources.**
   a.   We will staff the CoE with the number of Our C3 AI CoE FTE resource(s) as specified in the Order. The type of Our C3 AI CoE FTE resource may change depending on the stage of CoE engagement and may be provided on-site or remotely. Any of Our C3 AI CoE FTE person hours in excess of the number specified in the Order are subject to the payment of additional fees.
   b.   Our C3 AI CoE FTEs will provide instruction to Your named developers on the design, development, quality assurance, performance testing, maintenance/upgrade of Customer Applications and Customer Extensions developed by You. The instruction may include, but not be limited to the following:
      i. Develop C3 AI canonical data format and integrate data;
      ii. Create and manage C3 AI data types;
      iii. Develop application logic;
      iv. Create and extend analytics (systematic computational analysis of data or statistics);
      v. Write application software test for C3 AI Applications;
      vi. Configure machine learning algorithms and perform steps required to test and deploy machine learning algorithms;
      vii. Configure user interface(s); or
      viii. Manage, monitor, and operate sub-components/services of C3 AI Application(s).
   c.   You will provide a sufficient number of Your qualified personnel for the design, development, and testing of Customer Application(s) and Customer Extension(s) by You. Your personnel may include Your named developers, application developers, data scientists, data modelers, data integrators, quality assurance

engineers, operations personnel, project management, project leadership personnel, subject matter experts, and IT personnel knowledgeable about the source data systems.

4. **Project Governance and Limitations.**

    a.   We and You will each designate an executive sponsor to manage the relationship under the Order. We and You will ensure that the appropriate representatives from each Party participate in quarterly, face-to-face or remote, meetings to review Your product road map and projects. A quarterly executive status report will be created by Our project leads and shared at the quarterly meeting.

    b.   Formal CoE project reviews will be conducted monthly by Our and Your team leadership.

    c.   The Parties agree the Our C3 AI CoE FTE person hours will be reasonably distributed over the applicable Subscription Term or Pilot Phase, as applicable.

    d.   The following professional services are outside of the scope of the services provided in the CoE: post-launch enhancements, customizations, and implementation services.