



C3 GENERATIVE AI: MARKETPLACE EDITION END USER LICENSE AGREEMENT

THIS C3 GENERATIVE AI: MARKETPLACE EDITION END USER LICENSE AGREEMENT (“**Agreement**”) governs Your use of the C3 Generative AI: Marketplace Edition software. If You are entering into this Agreement on behalf of an entity, You represent and warrant that You have the legal authority to enter into this Agreement and bind such entity to its terms and conditions. The terms “You” and “Your” shall refer to such entity accepting this Agreement, and the terms “We,” “Us” and “Our” shall refer to C3.ai, Inc. If You do not accept the terms and conditions of this Agreement, then You cannot use the C3 AI Software and/or C3 AI Services.

This Agreement is effective between You and Us as of the date of your underlying purchase of the C3 AI Software, by clicking “Accept,” using Our software, or otherwise indicating your acceptance of the terms of this Agreement.

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.

“**Authorized Marketplace**” means an online or electronic marketplace operated or controlled by a third party where We have authorized the marketing and distribution of the C3 AI Software or C3 AI Services.

“**C3 AI Documentation**” means the user documentation made available to You by Us for the C3 AI Software, as may be updated by Us from time to time.

“**C3 AI Materials**” mean (a) C3 AI Software and C3 AI Documentation; (b) Our intellectual property existing prior to the Agreement; (c) intellectual property created by Us independently of the Agreement; (d) Our training materials related to the C3 AI Software; (e) the results of C3 AI Services; and (f) any and all other intellectual property designed or developed by or on behalf of Us to provide features or capabilities in the C3 AI Software.

“**C3 AI Software**” means the C3 Generative AI: Marketplace Edition application licensed under this Agreement including any associated components, dependencies, or tools.

“**Customer Data**” means all electronic data and electronic information submitted by or for You, excluding C3 AI Materials, to be processed on or by the C3 AI Software.

“**Data Processing Agreement**” means the C3 AI Data Processing Agreement available at <https://www.c3.ai/legal/DPA.pdf>, as may be amended by Us from time to time.

“**Intellectual Property Rights**” mean 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 without limitation rights in the applications and registrations relating to the foregoing.

“**Trial Period**” means the period specified in the Authorized Marketplace listing or Your ordering documentation, beginning on the day You accept these terms and conditions.

“User” means a named individual employee or contractor of You or Your Affiliate(s) who is authorized by You to access or use C3 AI Software, and to whom You (or, when applicable, We at Your request) have supplied a user identification and password.

2. USE OF OUR SERVICES

2.1. Our Responsibilities.

2.1.1. Provisioning of the Services. Upon Your acceptance of this Agreement, You will receive an invitation to establish an account and a URL to permit You to access the C3 AI Software in Our hosting services account, at which time the C3 AI Software is automatically deemed accepted.

2.1.2. Support. During the Subscription Term, and subject to Your compliance with the Agreement, We will use commercially reasonable efforts to support Your use of the C3 AI Software. You may submit requests for support through the C3 AI Software itself, or by emailing C3 AI at support@c3.ai.

2.2. License. During the Trial Period and for so long as You have an active subscription to the C3 AI Software, We grant to You a non-exclusive, non-transferable, and non-sublicensable right to use such C3 AI Software in accordance with the C3 AI Documentation and the applicable restrictions in Section 2.4.2, and solely for your internal purposes.

2.3. Your Responsibilities.

2.3.1. Security. You are responsible for (a) maintaining the security of Your hosting services account (for example, any applicable login credentials or security keys); (b) all activities that occur under Your account; and (c) any other actions taken in connection with Your account. We are not responsible for unauthorized access to Your account. You will notify Us promptly if You believe there has been unauthorized access to or use of Your account.

2.3.2. Usage Responsibilities. You will (a) be responsible for Users’ and any third party granted access to C3 AI Materials by You; (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which You acquired Customer Data, and obtaining adequate permissions to process such Customer Data with the C3 AI Software; (c) use commercially reasonable efforts to prevent unauthorized access to or use of C3 AI Materials, and notify Us promptly of any such unauthorized access or use; and (d) use C3 AI Materials only in accordance with this Agreement, the C3 AI Documentation (including any third party terms of service or acceptable use policies referenced therein), and applicable laws and government regulations.

2.4 Usage Restrictions.

2.4.1 General Restrictions. You 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 You or Users, unless expressly stated otherwise in the Agreement; (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) design, develop, or provision applications for third parties that utilize C3 AI Software; (d) use the C3 AI Software to store or transmit (1) infringing, libelous, or otherwise unlawful or tortious material, (2) material in violation of third-party privacy rights, (3) any information regulated by the U.S. Health Insurance portability and Accountability Act, (4) personal data of individuals under 16 years old, (5) data regulated by the Payment Card Industry Data Security Standards or other financial account numbers or credentials, or (6) code, files, scripts, agents or programs intended to do harm, including, for

example, viruses, worms, time bombs, and Trojan horses; (e) interfere with or disrupt the integrity or performance of any C3 AI Software or third-party data contained therein; (f) attempt to gain unauthorized access to any C3 AI Software or its related systems or networks; (g) permit direct or indirect access to or use of any C3 AI Software in a way that circumvents Your obligations in this Agreement, including contractual usage limits, or use any of the C3 AI Software to access or use any of the C3 Materials except as permitted under this Agreement; (h) frame or mirror any part of any C3 AI Software, other than framing on Your own intranets or otherwise for Your own internal business purposes; (i) access, use, or copy any C3 AI Materials (including any features, functions, or interface of the C3 AI Software) with an intent to: (1) build a competitive product or service; (2) build a product or service using similar features, functions, or user interface of the C3 AI Software; or (3) benchmark the C3 AI Software with any third-party product or service; (j) 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 the C3 AI Software; (k) incorporate or otherwise use any software in connection with the C3 AI Software or C3 AI Services that include or link to any software code licensed under the GNU GPL or AGPL or any similar “open source” or “copyleft” license that would require Us to make the source code of any part of the C3 AI Software available to any third party; or (m) alter, modify, or create derivative works of any C3 AI Software.

2.4.2 Trial and Post-Trial Restrictions. During the Trial Period, Your use of the C3 AI Software is limited to no greater than (a) 1,000 documents, (b) 2 GB of Customer Data, and (c) 100 Users. Following the Trial Period, Your use of the C3 AI Software is limited to no greater than (w) 10,000 documents, (x) 20 GB of Customer Data, (y) 1,000 Users, and (z) 10,000 queries per month (the “**Post-Trial Base Subscription**”); provided, that You may exceed the number of queries in the Post Trial Base Subscription and We will invoice you for such usage in accordance with Section 5.1 below.

3. DATA PROTECTION

3.1. Protection of Customer Data. We will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. We will not use Customer Data except (a) to operate the C3 AI Software and provide the C3 AI Services and to address service or technical problems, (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below, (c) as You expressly permit in writing. We will not use Your Customer Data to train any instance of the C3 AI Software other than to provide You the instance used to provide Services to Customer under this Agreement.

3.2. Personal Data. Subject to the restrictions set forth in this Agreement, personally identifiable information may be used with the C3 AI Software under this Agreement. Such use shall be in accordance with the Data Processing Agreement.

3.3. Security & Compliance. We may monitor all use of the C3 AI Software for security and operational purposes. We may temporarily suspend Your access to any C3 AI Software if We reasonably determine that such access and use poses a security risk or is a threat to the function of the Software, or in the event a 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.

4. PROPRIETARY RIGHTS

4.1. C3 AI Materials Intellectual Property Ownership. Subject to the limited rights granted herein, We and Our licensors hereby 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 You hereunder, other than as expressly set forth in this Agreement, and no implied license or right of any kind is granted to You.

4.2. Customer Data Intellectual Property Ownership. Subject to the limited rights granted herein, You retain all right, title, and interest, including all Intellectual Property Rights, in Customer Data.

4.3. License to Customer Data. You grant Us and applicable contractors a royalty-free, non-exclusive, non-transferable license (a) to-use Customer Data to perform Our obligations under this Agreement.

4.4. License to Use Feedback. You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license, without restriction, to use in any manner and incorporate into Our products or services, any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Users relating to Our current or future products or services.

5. FEES, PAYMENT AND AUTHORIZED RESELLERS

5.1. Fees. There is no subscription fee during the Trial Period. Following the Trial Period, unless Your subscription is discontinued in accordance with Section 8.1, Your subscription fee is US\$6,000 per month; provided, that if You exceed the number of queries permitted in the Post-Trial Base Subscription, C3 AI will invoice You at a rate of US\$300 per month per additional 1,000 queries. Your fees paid by You to Us are non-refundable, and invoiced charges are due net 30 days from the invoice date.

5.2. Suspension of Service. If any amount owing by You under the Agreement is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend access to and use of C3 AI Software and C3 AI Services until such amounts are paid in full. We will give You at least ten (10) days' prior notice in accordance with Section 8.4 (Manner of Giving Notice) for billing notices before suspending services under this Section.

5.3. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.3, We will invoice You and You will pay such amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

5.4 Authorized Resellers and Authorized Marketplaces. If you purchase C3 AI Software or C3 AI Services through Our authorized reseller or an Authorized Marketplace, this Agreement will govern that C3 AI Software or C3 AI Services, as applicable. Your payment obligations for the C3 AI Software or C3 AI Services acquired through Our authorized reseller or an Authorized Marketplace will be with the authorized reseller or Authorized Marketplace, as applicable, and not with Us. You will have no direct fee payment obligations to Us for that C3 AI Software or C3 AI Services. However, in the event You fail to pay Our authorized reseller or the Authorized Marketplace for the C3 AI Software or the C3 AI Services, We retain the right to enforce Your payment obligations and collect directly from You. Any terms agreed to between You and Our authorized reseller or the Authorized Marketplace that are in addition to the terms and conditions in this Agreement are solely between You and Our authorized reseller or the Authorized Marketplace, as applicable. No agreement between You and Our authorized reseller or Authorized

Marketplace is binding on Us or will have any force or effect with respect to Your rights in, or the operation, use or provision of, the C3 AI Software or C3 AI Services.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (the “**Disclosing Party**”) to the other party or its Affiliates (the “**Receiving Party**”) that is designated in writing as confidential. Regardless of marking: (a) Your Confidential Information includes Customer Data; (b) Our Confidential Information includes the C3 AI Services, C3 AI Materials, and any performance testing or benchmarking results or other evaluations of or conclusions concerning the C3 AI Materials; and (c) Confidential Information of each party includes the terms and conditions of this Agreement, including pricing. 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, as shown by the Receiving Party’s contemporaneous written records; (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, as shown by the Receiving Party’s contemporaneous written records.

6.2. Non-Disclosure. All Confidential Information shall remain the sole and exclusive property of the Disclosing Party and each Party acknowledges and agrees that, subject to the limited rights granted herein, nothing in this Agreement will be construed as granting to the Receiving Party any rights or licenses to any Intellectual Property Rights, including but not limited to, trademarks, inventions, copyrights, trade secrets, or patents. The Receiving Party (a) 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); (b) will not use, distribute or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and subcontractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. We may use any 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 AI Services under this Agreement. Either party may disclose the terms of this Agreement 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 Section 6.2. Notwithstanding the foregoing, We may disclose the terms of this Agreement 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.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law. In such case, 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 Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 6.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. 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.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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

7.2. Our Warranties. We warrant that, during the Subscription Term, this Agreement and the C3 AI Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. We will not materially decrease the overall security of the subscribed C3 AI Software.

7.3. Disclaimers. 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.

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE C3 AI SOFTWARE REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE C3 AI SOFTWARE EXCEED THE GREATER OF: (A) FIVE HUNDRED U.S. DOLLARS (US\$500), OR (B) EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE C3 AI SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

7.4. Indemnification Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD-PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR USE OF THE C3 AI SOFTWARE.

8. TERM AND TERMINATION

8.1. Term of Agreement; Termination. This Agreement commences on the date You accept it and continues for the Trial Period and thereafter continues on month-to-month (each a "**Subscription Month**") unless terminated in accordance with this Section 8.1 (the "**Subscription Term**"). Your subscription may be terminated by (a) You (i) with immediate effect upon written notice to Us at any time during the Trial Period, or (ii) following the Trial Period upon no less than five (5) business days' prior written notice to

Us and effective as of the end of the applicable Subscription Month; or (b) Us, on no less than six (6) months' prior notice. Upon termination, no refunds will be owed to You for the balance of any prepaid fees.

8.2. Customer Data Portability and Deletion. Upon expiration of this Agreement, We will make Customer Data available to You in the then-current format in which it was stored for a period of thirty (30) days. After such 30-day period, We will have no obligation to maintain or provide You any Customer Data, and as provided in the C3 AI Documentation, We will thereafter delete or destroy all copies thereof in Our systems or otherwise in Our possession or control, unless legally prohibited.

8.3. Effect of Termination. At the end of the Subscription Term, You shall cease all use of the C3 AI Materials and permanently delete and destroy all copies of the C3 AI Materials. The parties' respective obligations under Section 2.4 (Usage Restrictions), Article 4 (Proprietary Rights), Article 5 (Fees, Payment and Authorized Resellers), Article 6 (Confidentiality), Sections 7.3 and 7.4, and Article 8 (Term and Termination) will survive any termination or expiration of this Agreement.

8.4. 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 by registered mail with return receipt requested, or (c) the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant system administrator designated by You. A copy of any legal notices (e.g., notices of an indemnifiable claim) to Us will be emailed to C3legal@C3.ai and clearly identifiable as Legal Notices. Termination notices shall be sent to Us at Alliances@C3.ai.

9. GOVERNING LAW AND JURISDICTION

9.1. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the United States and the State of California and 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 this Agreement.

9.2. Without limiting the foregoing, You acknowledge and agree that any unauthorized use of Our Confidential Information or C3 AI Materials will cause immediate and irreparable injury to Us and therefore money damages would be incalculable and insufficient, and We 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 agencies, including those in the United States and/or in the country in which You are domiciled. The prevailing party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

9.3. The Parties 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.

10. GENERAL PROVISIONS

10.1. Export Compliance. The C3 AI Software, 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 and shall not

permit Users to access or use any C3 AI Software in a U.S. embargoed country (e.g., Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine) or in violation of any export law or regulation of the United States or of any other applicable jurisdiction. You will not provide to Us, 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.

10.2. Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between You and Us regarding the C3 AI Software and C3 AI Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. 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 is void.

10.3. 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, however, either party may assign this Agreement 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 such transaction, or sale of all or substantially all of its assets related to this Agreement. Any assignment in violation of the terms of this Section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4 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.