



ORDER

THIS ORDER (this “**Order**”) is made and entered into as of the date of the Azure Marketplace transaction (“**Effective Date**”) between [Customer] (“**Customer**”) and C3.ai, Inc. (“**C3 AI**”). C3 AI and Customer may also be referred to herein each as a “**Party**” and collectively as the “**Parties.**” The capitalized terms used, but not defined, in this Order have the meanings set forth in the MCA.

1. Commercial Terms

- A. C3 AI Subscription Term: A pilot phase beginning on the Effective Date and continuing until the earlier of: (i) [] months from the [Effective Date]; or (ii) the C3 AI Application subscribed hereunder is deployed into a production environment (“**Pilot Phase**”). [After the Pilot Phase, the C3 AI Subscription continues month-to-month (each a “**Subscription Month**”) until discontinued or terminated pursuant to the MCA.]
- B. Deployment Infrastructure: Microsoft Azure hosting services account.

2. Fees

TABLE 1 – C3 AI Subscription Fees*

C3 AI Services	Pilot Phase	Standard Monthly Subscription
C3 AI Subscription	\$[]	Included
C3 AI [Application]	Included	Included
C3 AI Runtime	Unlimited	\$0.55 per vCPU hour
Number of Included CoE FTE Resources	3	
Total	\$[]	

* Pricing does not include hosting services fees and LLM Fees.

3. Fees and Payment Terms

- A. C3 AI Subscription Fees
 - i. Pilot Phase: The fee for the Pilot Phase is \$xxx,xxx (the “**Pilot Phase Fee**”), and is an irrevocable, nonrefundable commitment on the Effective Date. The Pilot Phase Fee will be invoiced on the Effective Date.
 - ii. C3 AI Monthly Subscription: Following the Pilot Phase, C3 AI will invoice Customer monthly in arrears for all C3 AI Runtime at \$0.55 per vCPU hour. “**C3 AI Runtime**” means the virtual CPUs or vGPUs (“**vCPUs**”) used by the C3 AI Software.
 - iii. Center of Excellence (CoE) FTE Resources Fees. “**C3 AI CoE FTE**” is defined in Exhibit A. Customer may purchase additional CoE FTE resources during the Subscription Term upon thirty (30) days’ prior written notice at the rate of \$41,667 per FTE per month. The Parties have designated an initial objective for the CoE during the Pilot Phase as specified in Exhibit A.

4. Additional Terms

- A. Microsoft Customer Agreement. This Order is governed by the terms of the Microsoft Customer Agreement for Enterprise Customer found at <https://www.microsoft.com/licensing/docs/customeragreement> and the modifications described in Section 4 herein (the “**MCA**”), which is incorporated herein by reference, unless Customer negotiated a nonstandard MCA with Microsoft (the “**Customer-Specific MCA**”). Customer may elect to subscribe to C3 AI Services described herein subject to the Customer-Specific MCA if (i) Customer provides a copy of the Customer-Specific MCA to C3 AI and (ii) C3 AI agrees in writing to honor the terms of the Customer-Specific MCA. Any conflicts between this Order and the MCA or Customer-Specific MCA, including the terms incorporated by reference therein, shall be resolved in favor of this Order.

- B. Modifications to MCA or Customer-Specific MCA. The following modifications are hereby made to the MCA or Customer-Specific MCA and apply to Customer's subscription to C3 AI Services described in this Order:
- a. All references to "Microsoft" in the MCA shall mean "C3 AI."
 - b. All references to "Product Terms" includes the "Microsoft Azure" online services terms found at <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA>.
 - c. All references to "Service Level Agreement" or "SLAs" shall mean "C3 AI Service Level Agreement" found at <https://c3.ai/legal/SLA.pdf>, and the reference to C3 AI's EULA therein is hereby deleted.
 - d. All references to "Microsoft Support Services" shall mean "C3 AI Support Services Description" found at <https://c3.ai/legal/Support.pdf>, and the reference to C3 AI's EULA therein is hereby deleted.
 - e. Section h., Notices, in the MCA is hereby modified by adding the following C3 AI address in lieu of the Microsoft address: C3.ai, Inc., 1400 Seaport Boulevard, Redwood City, CA 94063 USA."
- C. Provision of C3 AI Software & Operational Control. C3 AI will activate a URL to permit Customer to access the C3 AI Software specified herein in the Microsoft Azure hosting services account, at which time the C3 AI Software is deemed delivered. Customer shall comply with all obligations in the applicable Operational Control for the deployment environment. "**Operational Control**" means the C3 AI Operational Controls Description detailing the roles and responsibilities of Customer and C3 AI in the deployment of the C3 AI Software in the Development Infrastructure found at <https://c3.ai/legal/RACI.pdf>.
- D. License. Upon the Effective Date, C3 AI grants to Customer a non-exclusive, non-transferable, and non-sublicensable right, during the Subscription Term, to: permit End Users to use the C3 AI Software in Microsoft Azure in accordance with the C3 AI Documentation and to develop Customer Extensions for Customer's internal use, provided that (i) the functionality of the C3 AI Software must remain within its published specifications, and (ii) Customer's use of the C3 AI Software must remain within the scope of the license granted. "**C3 AI Software**" means software provided to Customer by C3 AI including, as applicable, any of C3 AI's software application(s) (a "C3 AI Application") and any development and integration tools and components. "**C3 AI Documentation**" means the user documentation made available to Customer by C3 AI for the C3 AI Software, as may be updated by C3 AI from time to time." "**Customer Extensions**" mean adaptations or added functionality to a C3 AI Application that are (a) independently created by or for Customer without the design, development, or testing assistance of C3 AI personnel, or (b) made subject to a Customer Specification with the assistance of CoE Development Services. "**Customer Specification**" means a documented detailed description of the functionality for enhancements or adaptations in a desired Customer Extension, where such documented description is agreed to by the Customer and C3 AI prior to use of CoE Development Services.
- E. Customer Extensions Ownership. Customer will own and retain all right, title and interest in Customer Extensions independently created or created as specified in a Customer Specification with the assistance of CoE Development Services. "**CoE Development Services**" means a subscription to C3 AI CoE FTE resources to provide assistance and guidance in the design, development, and testing according to an agreed to Customer Specification for Customer Extension(s) to C3 AI Applications.
- F. Reimbursement of Expenses: Customer shall reimburse C3 AI at cost plus 15% for any reasonable and necessary expenses for travel and lodging incurred by C3 AI during the provision of C3 AI Services to Customer.
5. **THE PARTIES HEREBY AGREE THE CUSTOMER'S EXECUTION OF A TRANSACTION VIA THE AZURE MARKETPLACE SHALL BE DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS IN THIS ORDER.**

Exhibit A – C3 AI Center of Excellence Description & Objectives

This C3 AI Center of Excellence Description describes the Center of Excellence (“CoE”) services provided by C3 AI CoE FTE resources. The CoE services provide premium support services by a team of C3 AI CoE FTE resources to provide assistance and guidance in the use of C3 AI Software. “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 Customer in utilizing C3 AI Applications. To facilitate Customer efforts, C3 AI provides the following CoE services on C3 AI Platform and C3 AI Applications to Customer personnel during the Subscription Term:
 - 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 Customer End Users; and
 - d. Help to address Customer End User issues.

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

3. **CoE FTE Resources.**
 - a. C3 AI will staff the CoE with the number of C3 AI CoE FTE resource(s) as specified in the Order. The type of C3 AI CoE FTE resource may change depending on the stage of CoE engagement and may be provided on-site or remotely. Any of the C3 AI CoE FTE person hours in excess of the number specified in the Order are subject to the payment of additional fees.

4. **Project Governance and Limitations.**
 - a. C3 AI and Customer will each designate an executive sponsor to manage the relationship under the Order. C3 AI and Customer will ensure that the appropriate representatives from each Party participate in quarterly, face-to-face or remote, meetings to review Customer road map and projects. A quarterly executive status report will be created by C3 AI project leads and shared at the quarterly meeting.
 - b. Formal CoE project reviews will be conducted monthly by C3 AI and Customer team leadership.
 - c. The Parties agree the C3 AI CoE FTE person hours will be reasonably distributed over the applicable Subscription Term or Pilot Phase, as applicable.

5. **CoE Objectives**

The Parties have designated an initial objective for the Pilot Phase. Customer may change the overall objective of the CoE during the Pilot Phase in coordination with C3 AI and subject to the remaining available CoE FTE resources ordered in the Order. As of the Effective Date, the joint objective of the Customer CoE during the Pilot Phase is as follows:

 - i. [Insert from agreed upon proposal]

Table 1: In-Scope Data

[Insert table from agreed upon proposal]

Customer will need to perform the following activities to ensure a successful deployment:

- i. [Insert from agreed upon proposal]

Table 2: Required Customer and C3 AI Resources

Team	Role	Responsibilities
C3 AI	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Manager 1 FTE	Manages the day-to-day activities of Project team
	Data Scientist 1 FTE	Develops and validates machine learning models
	Solutions Engineer 1 FTE	Performs data integration, supports machine learning, configures application user interface
Customer	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Management 1 individual throughout the project (<4 hours per week)	Day-to-day project operations and co-ordination with other resources and groups
	IT/Systems Resource (1-2 hours per week during the first 4 weeks)	Supports extraction of required data, and integration to source systems
	Subject Matter Expert 1-2 individuals (1-2 hours per week during first 8 weeks)	Join and participate actively in weekly meetings to provide required subject matter expertise and feedback through the project