

“C3.ai COVID-19 Grand Challenge”
CONTEST PARTICIPATION AGREEMENT

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ENTRY INTO THIS CONTEST CONSTITUTES ACCEPTANCE OF THIS PARTICIPATION AGREEMENT.

Participants in this contest in the United States of America must be at least 13 years old. Participants in this contest in other eligible jurisdictions must be 18 years old or have reached the age of emancipation in the jurisdiction in which they are submitting their project, whichever is greater.

By clicking submit, you are electronically agreeing to the terms of this Participation Agreement (“**Participation Agreement**”).

CONTEST AND SPONSOR:

The "**C3.ai COVID-19 Grand Challenge**" (“**Contest**”), is sponsored by C3.ai, Inc. (“**C3.ai**”, “Sponsor”, “we”, “us”), located at 1300 Seaport Blvd., Suite 500, Redwood City, CA 94063, and will held beginning on September 15, 2020, 12:00 am PDT and ending on November 18, 2020, 11:59 pm PDT (“**Contest Term**”).

TEAMS:

Teams may be composed of individuals or may be a corporation. Teams of individuals may be composed of up to 5 individuals and corporate teams must be composed of up to 5 individuals from a single corporation. An individual may participate on only one team. All members of your team must meet the eligibility criteria contained in this Participation Agreement. If any member of your team is ineligible or otherwise fails to comply with this Participation Agreement, the team as a whole may be disqualified in the Sponsor’s sole discretion. Each team is solely responsible for its own cooperation and teamwork. The Sponsor will not officiate any dispute between members regarding their conduct, participation, cooperation, contribution, prize sharing or intellectual property ownership.

ELIGIBILITY:

THIS CONTEST IS NOT OPEN AND IS VOID TO RESIDENTS OF U.S. EMBARGOED COUNTRIES AND IS VOID WHEREVER RESTRICTED BY, WITHOUT LIMITATION, FILING OR REGISTRATION REQUIREMENTS, OR IS OTHERWISE PROHIBITED OR RESTRICTED BY LAW. In addition, employees, officers and directors of: (i) C3.ai Group, (ii) government agencies, departments, branches, instrumentalities and public enterprises, whether regional, national or local, (iii) any advertising and promotion agencies, and those individuals and entities involved in the preparation of materials for, administration, organization, and/or execution of this Contest ((i), (ii) and (iii) collectively the “Promotion Entities”), and (iv) the immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) regardless of where they reside, and/or individuals living in the same household (whether or not related) of any of the Promotion Entities that are not eligible to participate in the Contest. Prior to registering for the Contest, each participant, whether individually or as part of a team, must ensure that he/she is in compliance with any employment or other contract to which he/she is a party on issues such as, but not limited to, eligibility to participate, intellectual property, and acceptance of prizes.

C3.ai Group includes C3.ai, Inc. and any legal entity and the subsidiaries it owns by more than 50 percent.

CONTEST OBJECTIVE:

The **C3.ai COVID-19 Grand Challenge** is a competition that invites developers, data scientists, students, and creative minds around the world to derive data driven insights that enable smart and safe decision making. C3.ai is looking for meaningful data-driven insights to inform decision makers, and change how the world is fighting this pandemic. In April 2020, C3.ai created the C3.ai COVID-19 Data Lake to accelerate research on the pandemic. In the C3.ai COVID-19 Grand Challenge, participants will use the C3.ai COVID-19 Data Lake to produce new and innovative data science projects that help to mitigate the pandemic.

SUBMISSION:

The materials your team submits in connection with the Contest will be referred to herein as your team's "Submission". Submissions may include code, machine learning models, data visualizations, project entry information, project paper, team participant information, demonstration videos, promotional materials such as videos describing your Submission, and documentation. Instructions will be provided on how to submit your project and/or check in the code for your Submission. Submissions must be in English. Each team is limited to one project Submission. If a team submits more than one Submission, Sponsor will review the last Submission as the Contest entry. Teams may be subject to a code review at some point during or following the Contest or before the winners are announced. Your team must complete its Submission before the end of the Contest Term.

You acknowledge and understand that Sponsor may use your Submission for promotional opportunities, including in promotional activities, public announcements, media events, or other marketing opportunities, specifically as it relates to your participation in the **C3.ai COVID-19 Grand Challenge**, without further notification, permission or compensation.

You affirm that you own or have valid license rights or permission to use any Technology (as defined below) included in your Submission. "**Technology**" means, without limitation, content (including pictorial, audio and audio-visual content), code, specifications, technical information, algorithms, images, design, art, music, graphics, special effects, data, and any other information or materials protected by any intellectual property right.

INTELLECTUAL PROPERTY:

Participants or their licensors own the rights to the Submission they create during the Contest. This means that a Submission may contain Technology owned or licensed by a third party, but only if your license to such Technology allows you to license your Submission via non-exclusive royalty free (NERF) license agreements.. You and your team must abide by the terms of any licenses associated with any third-party Technology used as part of your Submission, including any payment terms or other license terms that could apply for continued use of the Technology under non-exclusive royalty free (NERF) license agreements.

As a condition of entry into the Contest, you grant Sponsor a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, publicly perform, publicly display, or publish any Submission in whole or in part that is submitted to this Contest, for the purpose of allowing the Sponsor to use the Submission for purposes of this Contest, including to test and evaluate the Submission, administer the technical and other requirements of the Contest, including distribution of the Submission to the Sponsor, and for Prize award, verification and fulfillment.

JUDGING:

A panel of judges will evaluate each Submission using a combination of judging criteria as described in this section. Notwithstanding the foregoing, the Sponsor may reject any Submission that does not satisfy the objective of the Contest in the Sponsor's sole discretion. Any such decision

is final and not subject to appeal.

Each Submission will be evaluated based on the extent to which they derive insights, leveraging data science techniques (e.g., statistical analyses, AI/ML algorithms, optimization approaches, etc.), that were not obvious before. Solutions must use a minimum of two data sources contained within the C3.ai COVID-19 Data Lake. The evaluation process will also focus on the extent to which the derived data science insights, if implemented at scale, will result in significant public health and economic benefits. Applicants are encouraged to estimate the public health and economic benefits of their solutions as part of their application.

A list of judges will be posted to the Contest Website (www.c3.ai/Grand-Challenge) prior to the start date of the Contest. Judges are subject to change at the Sponsor's sole discretion. A judge may elect to recuse him or herself from evaluating a Submission, or the Sponsor may require a judge to recuse him or herself from evaluating a Submission, if, in the judge's or the Sponsor's discretion, it would not be appropriate for the judge to evaluate a participant's Submission because of a past or current relationship with the participant. Recusal decisions are final and not subject to appeal.

WINNER ANNOUNCEMENT AND VERIFICATION:

Winners will be announced shortly after the judging rounds via e-mail. The Sponsor may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize, including, without limitation, engaging a third-party vendor to evaluate the Submission and/or requiring a team to provide evidence of permission to use certain third-party materials. Sponsor may also require submission of an agreement executed by the Participants that shows the agreed distribution of the prize among the Participants. You understand and acknowledge that even though your team may be announced as a winner, if you as an individual, or your team's compliance with this Participation Agreement cannot be verified to the satisfaction of the Sponsor, the Sponsor may select an alternate winner. If you or your team is chosen as a winner, you, or, for those under the age of emancipation, a responsible person over the age of emancipation, will be asked to sign a written version of this agreement, and may be asked to sign additional agreements, including being related to prizes and taxes. Failure to sign these agreements may lead to disqualification and selection of an alternative winner.

PRIZE:

GRAND PRIZE: \$100,000.00 USD

2nd Place: \$25,000

2nd Place: \$25,000

3rd Place: \$12,500

3rd Place: \$12,500

3rd Place: \$12,500

3rd Place: \$12,500

PRIZE CONDITIONS:

All Prize details will be determined by the Sponsor at its sole discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of any Prize are the sole responsibility of winners. Prizes cannot be transferred or substituted by winner. If a Prize is unclaimed within a reasonable time after notification from the Sponsor, as determined by the Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate winner may be selected from the remaining eligible Submissions at the Sponsor's sole discretion. The Sponsor also reserves the right to create additional prizes for the Contest.

Participant acknowledges that a goal of this Contest is to encourage the development of contributions which may be freely adopted by the community and deployed to the areas of greatest need, and that your Submission will be made freely available in the public domain via non-exclusive royalty free (NERF) license agreements.

YOUR SUBMISSION:

Your Submission must:

- a. Adhere to the terms of this Participation Agreement and the rules stated at the beginning of the Contest;
- b. Not breach the terms and conditions of any embedded software or services used by your Submission;
- c. Only contain materials for which you have sufficient rights to license the Submission via non-exclusive royalty free (NERF) license agreements as required above;
- d. Not contain, depict or refer to any crude, vulgar, obscene, sexually explicit, disparaging, discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsor in its sole discretion);
- e. Not contain, depict or refer to any content which disparages or refers negatively to a Sponsor, the Contest, or any other person or entity (all as determined by the Sponsor in its sole discretion); and
- f. Not contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights).
- g. Use at least two data sources from the C3.ai COVID-19 Data Lake.
- h. Not use proprietary data sets that are not available for public use. The use of data sets that are generally available for public use is permitted. All data sets used must be disclosed and provided in the submission along with the applicable license.
- i. Not contain open-source libraries or otherwise incorporate or use any software code licensed under the GNU GPL or AGPL or any similar "open source" or "copyleft" license that requires the source code of any derivative work to be made available to any third party.
- j. Not contain any code, files, scripts, agents or programs intended to do harm, including, for example, backdoors, viruses, worms, time bombs and Trojan horses.

DISQUALIFICATIONS:

Your team's Submission may be disqualified if Sponsor has reason to believe, in the Sponsor's sole discretion, that your Submission (a) contains any element that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (b) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (c) infringes any third party intellectual property rights; (d) violates any applicable law or (e) violates or does not comply with any section of this Participation Agreement or any other agreement entered into in connection with the Contest.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, in Sponsor's sole discretion: (i) violation of or non-compliance with any section of this Participation Agreement; (ii) if any of your team members fail to submit a properly executed Participation Agreement; or (iii) violating the spirit of the Contest. If Sponsor has reason to believe that you or your team has compromised the integrity of this Contest, or has attempted to compromise the integrity of this Contest, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, your entire team may be disqualified.

You should consult with appropriate advisors or legal counsel if you have any doubt as to whether you are meeting the requirements of this paragraph. All disqualification decisions are final and not subject to appeal.

VIDEO TAPING AND STILL PHOTOGRAPHY:

By participating in the Contest, you agree to be photographed and videotaped by the Sponsor or their contractors without receiving compensation of any kind. You understand that the images and footage may be broadcast, displayed, reproduced, edited, exhibited, used and distributed by Sponsor over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue producing and/or any other purpose as the Sponsor determines in its sole and absolute discretion. This authorization explicitly includes the use of your name, likeness, and/or voice. You may opt out of being photographed and/or videotaped by informing Sponsor that you do not consent to be photographed or videotaped.

ADDITIONAL TERMS:

The failure of a Sponsor to comply with any provision of this Participation Agreement due to an act of God, hurricane, war, fire, riot, pandemic, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of this Participation Agreement. Sponsor disclaims all responsibility for any injury or damage to your or any other person's computer relating to or resulting from downloading materials or software in connection with the Contest. Sponsor is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Submission information; for errors in any promotional or marketing materials or in this Participation Agreement; for any human or electronic error; or for Submissions that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsor reserves the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, this Participation Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Participation Agreement). In the event of cancellation, modification, or suspension, the Sponsor reserves the right to select winners in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. The Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for this Participation Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by a Sponsor in its sole discretion).

SPONSOR WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CONTEST OR THESE CONTEST RULES. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, AGENTS, PARTNERS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THE CONTEST RULES (B) ANY MISREPRESENTATION YOU MAKE UNDER THE CONTEST RULES OR OTHERWISE TO SPONSOR; (C) YOUR PARTICIPATION IN THE CONTEST; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SPONSOR, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$100.00.

I declare that I am eligible to enter into this Contest in the jurisdiction in which I am submitting this project, and certify that I am meet the other eligibility requirements as described in the Eligibility Section of this Participation Agreement, to participate in this Contest.