



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 Microsoft Customer Agreement (MCA) defined in Section 4.

1. Commercial Terms

C3 AI Subscription Term: A pilot phase beginning on the Effective Date and continuing until the later of: (i) () months from the Effective Date; or (ii) the date () months after Customer provides environment and data access to C3 AI (“**Project Start Date**”) (“**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.]

A. Deployment Infrastructure: [Customer/C3-Hosted] 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/does not include hosting services fees and LLM Fees.

** Customer will provide C3 AI access to all required data within () weeks of the Effective Date. C3 AI reserves the right to modify the subscription term due to Customer delays.

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>, which is incorporated herein by reference, and the modifications described in Section 4 herein (the “**MCA**”), unless Customer negotiated a nonstandard MCA with Microsoft (the “**Customer-Specific MCA**”). Customer may elect to subscribe to C3 AI Services ordered herein, including C3 AI Software, C3 AI Runtime, CoE FTE, or CoE Development Services (collectively “**C3 AI Services**”), 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. Notwithstanding the Order of Precedence section in the 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," all references to "Microsoft Azure" or "Azure" shall mean "C3 AI Services," and all references to "Products" shall mean "C3 AI Services" ordered herein including CoE FTE or CoE Development Services, unless such modification is not suitable to this Order.
 - b. All references to "End User" in the MCA and Product Terms shall mean User. "User" means a named individual employee or contractor of Customer or of Customer's Affiliates for whom Customer has purchased a subscription pursuant to this Order, who is authorized by Customer to access or use C3 AI Software, and to whom Customer (or, when applicable, C3 AI at Customer's request) have supplied a user identification and password. User shall not include individuals involved in the design or development of products or services that are intended to be competitive with the C3 AI Services, whether for Customer use or for that of any third party.
 - c. All references to "Product Terms" includes the "Microsoft Azure Product Terms for MCA Program" found at <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA>. The "Microsoft Azure Product Terms for MCA Program" includes, but is not limited to, the sections titled "Universal License Terms for Online Services," "For All Software Terms," "Privacy & Security Terms," and "Professional Services," including the terms incorporated by reference therein. "Feedback" described in the Professional Services terms apply to all C3 AI Services ordered herein.
 - d. 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.
 - e. 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.
 - f. Miscellaneous, 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, and electronic notices may be provided via email to C3legal@c3.ai."
- 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 Users to use the C3 AI Software in Microsoft Azure in accordance with the C3 AI Documentation and to independently 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 Users; and
 - d. Help to address Customer 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: C3 AI will (i) set up the Development, Quality Assurance, and Production environments for the C3 AI Platform for use by Customer qualified named developer Users; and (ii) provide online training resources for Customer 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 C3 AI CoE FTE resource hours in excess of the number specified in the Order are subject to the payment of additional fees.

4. **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]
- ii. Provide access to and work with C3 AI to provide relevant data and set up data connections to In-Scope Data Sources in Table 1 above no later than four (4) weeks after Order Effective Date. Delays to this four (4) week milestone may result in a modification to the Subscription Term.
- iii. Provide the necessary approvals to install C3 AI software in the Customer’s Azure account, and onboard C3 AI personnel appropriate access to the C3 AI Platform within Customer’s Azure environment no later than two (2) weeks after the Order Effect Date. Delays to this two (2) week milestone may result in a modification to the Subscription Term.

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