

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   9		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0860259PA01		3. EFFECTIVE DATE 20 Dec 2024		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. (b)(4)			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0860	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) C3 AI INC. (b)(6) 1400 SEAPORT BLVD REDWOOD CITY CA 94063-5594			8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 6S6K2		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0860	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317		ITEM  <b>Block 5</b>		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
					(b)(4)		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>							
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	4	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	5		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	6	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	7 - 9	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				20A. NAME OF CONTRACTING OFFICER  TEL: _____ EMAIL: _____			
19B. NAME OF CONTRACTOR BY _____ (b)(6) <i>(Signature of person authorized to sign)</i>		19C. DATE SIGNED 12/20/2024		20B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>		20C. DATE SIGNED	

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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>				
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19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 20-Dec-2024		
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	C3 AI-SVC-COE FFP C3 AI Center of Excellence 1 Year FOB: Destination	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(3):10 U.S.C. § 130				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002301	Funding for 0023 FFP PURCHASE REQUEST NUMBER:				(b)(4)
	(b)(4)				

NET AMT

(b)(4)

ACRN AA  
CIN: (b)(4)

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	C3 AI-PROD-RUN-1YR (3 MO) FFP C3 AI Post-Pilot Production Runtime consumption subscription FOB: Destination	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(3):10 U.S.C. § 130			(b)(3):10 U.S.C. § 130	
	(b)(3):10 U.S.C. § 130				

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004901	Funding for 0049 FFP PURCHASE REQUEST NUMBER:				(b)(4)
	(b)(4)				

NET AMT (b)(4)

ACRN AA  
CIN: (b)(4) (b)(4)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0023	Destination	Government	Destination	Government
002301	N/A	N/A	N/A	N/A
0049	Destination	Government	Destination	Government
004901	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0023	POP (b)(5) TO (b)(5)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898 (b)(6) FOB: Destination	HQ0860
002301	N/A	N/A	N/A	N/A
0049	POP (b)(5) TO (b)(5)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898 (b)(6) FOB: Destination	HQ0860
004901	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b)(4)

(b)(4)

AMOUNT: (b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	002301	(b)(4)	(b)(4)
	004901	(b)(4)	(b)(4)

Section H - Special Contract Requirements

**Statement of Work**  
MDA/DEI

**1.0 Background:**

The Missile Defense Agency’s (MDA) mission is to develop, rigorously test, and field reliable, increasingly capable, state-of-the-art defenses against current and projected missile threats. The Agency faces the daunting challenge of concurrently addressing evolving threats while also trying to decrease development costs. Regimes in which the existing Agency systems are designed are frequently defined by sparse data, and the time from intelligence collection to model development is often prohibitively long due to limitations in physics-based modeling approaches.

(b)(3):10 U.S.C. § 130

This Agreement Order provides:

1. (b)(3):10 U.S.C. § 130 C3 AI Center of Excellence (COE) developer support subscription resources for these capabilities
2. (b)(3):10 U.S.C. C3 AI Subscription Runtime fee based on vCPU PTS usage

**2.0 Technical Requirements:**

**2.1 C3AI-SVC-COE-01**

**Product Name:** C3 AI Center of Excellence 1 Year

**Price:** (b)(4) per year per FTE

**Product Description:** C3 AI Center of Excellence 1 Year

- Includes C3 AI Professional Services FTE Credits as applied to a Center of Excellence supporting a C3 AI Suite subscription - where 1 FTE Credit is equivalent to (b)(5) hours per year
- Pro-rated (b)(5) FTE (b)(5) months for (b)(4)

**2.2. C3AI-PROD-RUN-1YR (b)(5)**

**Product Name:** C3 AI Post-Pilot Production Runtime consumption subscription (b)(5) commit)

**Price:** (b)(4) effective monthly minimum x (b)(5)

**Product Description:** C3 AI Post-Pilot Production Runtime consumption

- Production runtime is based on computer resources required to run the C3 AI Platform and Application(s), as measured in vCPU hours.
- Includes unlimited Customer Users, Developers, and Data Scientists

- An effective, committed monthly minimum fee of (b)(4) includes (b)(5) vCPU hours per month
- Additional vCPU hours are available at (b)(4) per vCPU hour
- Excludes cloud hosting costs (e.g., GCP, AWS, Azure)

**3.0 Delivery Requirements:**

ALIN	Deliverable	Frequency	Due Date	Delivery Method	Technical Requirement Reference	Associated Data Rights
0023	C3AI-SVC-COE-01 (b)(5)	Once	Upon Award	Application URL	2.1	Commercial Licensing Agreement (C3.ai MSSA)
0049	C3AI-PROD-RUN-1YR (b)(5) (b)(5)	Once	Upon Award	Application URL	2.2	Commercial Licensing Agreement (C3.ai MSSA)

**4.0 Payment Schedule:**

ALIN	Description	Due Date (after award)	Delivery Schedule Ref (if applicable)	Amount
0023	C3AI-SVC-COE-01 (b)(5)	Upon award	Upon award	(b)(4)
0049	C3AI-PROD-RUN-1YR (b)(5) (b)(5)	Upon award	Upon award	(b)(4)
<b>Total Amount</b>				(b)(4)

**5.0 Period of Performance:**

The period of performance begins upon award and (b)(5) thereafter.

**6.0 Place of Performance:**

C3.ai will perform software configuration and testing of the C3 AI Suite and application extensions for this project at (b)(3):10 U.S.C. § 130. Travel to Customer sites per the Ordering Guide.

**7.0 Government Furnished Data (GFD):**

The table below describes the potential data sources. C3.ai and the MDA will finalize the data fields as part of the Project discovery and design phases. MDA will be responsible for initial and ongoing data extraction from its source systems and transfer of data to C3.ai in the C3 Canonical Data Format (CSV file format delivery).

GFD Description	Source(s)	Government POC	Date of Delivery	Distribution Statement (if applicable)
Provide MDA data sources	(b)(3):10 U.S.C. § 130	(b)(6)	Upon award	TBD

In addition to the Government requirements specified in the Ordering Guide, MDA will be responsible for:

- Providing a single MDA Project Manager to serve as the point of contact for all project issues
- Delivery of ongoing data to ensure data are continuously maintained up to date (frequency of updates to be agreed-upon)
- Availability of MDA personnel to assist with interpretation of source system data, as needed
- Active engagement of MDA personnel to assist with meeting outlined project objections
- Active engagement of MDA cyber security personnel to assist with ATO accreditation, as needed
- Providing access to a cleared environment in which C3.ai will perform the work

**8.0 Security Requirements (as applicable):**

C3.ai will work with MDA to address security mechanisms as required and in accordance with the existing (b)(3):10 U.S.C. § 130

**9.0 Information Technology (IT) Requirements (as applicable):**

MDA will provide a (b)(3):10 U.S.C. § 130 environment to deploy and accredit the C3 AI suite.

**10.0 Agreements Officer Technical Representative (AOTR) Contact Information**

(b)(6)
(b)(6)