

IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE

C3.AI INC.,

Plaintiff,

v.

CUMMINS INC.,

Defendant.

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C.A. No. N23C-11-106 EMD (CCLD)

SPECIAL VERDICT FORM

You should refer to the Court's accompanying jury instructions when completing this verdict form.

The controlling definitions for the Alleged Trade Secrets listed in the tables below are provided in your juror notebook.

In addition, you should refer to the following definitions for terms used in this verdict form:

- **“Trial Agreement”** means the contract between C3.ai and Cummins that became effective on or about December 17, 2020.
- **“Trial Period”** means the period from December 17, 2020 to April 10, 2021, which was governed by the Trial Agreement and during which C3.ai alleges it fully developed the Alleged Trade Secrets in this case.
- **“MSSA”** means the Master Subscription and Services Agreement between C3.ai and Cummins that was in effect from June 3, 2021 to June 2, 2023.

We, the jury, in the above-captioned action, unanimously find as follows:

Part A: Alleged Trade Secret Claims

Question 1: Please indicate using a check mark in the appropriate box whether C3.ai has proven that each alleged trade secret is a valid trade secret.

Alleged Trade Secret	Yes (for C3.ai)	No (for Cummins)
1. Engine Clustering	✓	
2. Regression Models	✓	
3. Performance Simulation	✓	
4. Optimization	✓	
9. Trial Code Modules	✓	
10. Final Trial Report		✓

If you answered “Yes” for any of the alleged trade secrets above, then move on to Question 2. If you did not answer “Yes” for any alleged trade secret in response to Question 1, skip ahead to Part B: C3.ai’s Breach of Contract Claim.

Question 2: If you found that any of the alleged trade secrets is a valid trade secret, please indicate using a check mark in the appropriate box if C3.ai has proven that it owned the trade secret.

Alleged Trade Secret	Yes (for C3.ai)	No (for Cummins)
1. Engine Clustering	✓	
2. Regression Models	✓	
3. Performance Simulation	✓	
4. Optimization	✓	
9. Trial Code Modules	✓	
10. Final Trial Report		✓

If you answered “Yes” for any of the alleged trade secrets above, then move on to Question 3. If you did not answer “Yes” for any alleged trade secret in response to Question 2, skip ahead to Part B: C3.ai’s Breach of Contract Claim.

Question 3: For each alleged trade secret that you determined in **Question 2** to be a valid trade secret owned by C3.ai, please leave a check mark in the appropriate row to indicate whether C3.ai has proven that Cummins misappropriated it.

Do not answer this question for any alleged trade secret that you did not find was a valid trade secret owned by C3.ai.

Alleged Trade Secret	Yes (for C3.ai)	No (for Cummins)
1. Engine Clustering	✓	
2. Regression Models	✓	
3. Performance Simulation	✓	
4. Optimization	✓	
9. Trial Code Modules	✓	
10. Final Trial Report		

If you answered “Yes” for any of the alleged trade secrets above, then move on to Question 4. If you did not answer “Yes” for any alleged trade secret in response to Question 3, skip ahead to Part B: C3.ai’s Breach of Contract Claim.

Question 4: If you find that C3.ai proved that it suffered an actual loss as a result of Cummins's misappropriation of any valid trade secret, please write the amount of actual damages that C3.ai proved would fairly and reasonably compensate it.

Alleged Trade Secret	Amount of Actual Loss Damages (if any)
1. Engine Clustering	\$ 2 mil.
2. Regression Models	\$ 2 mil.
3. Performance Simulation	\$ 2 mil.
4. Optimization	\$ 2 mil.
9. Trial Code Modules	\$ 15.3 mil.
10. Final Trial Report	\$ 0
TOTAL	\$ 23.3 mil.

Proceed to Part B: C3.ai's Breach of Contract Claim.

Part B: C3.ai's Breach of Contract Claim

Question 5: Considering all defenses to breach of contract that have been asserted, did C3.ai prove that Cummins breached the MSSA by misappropriating C3's trade secrets?

✓ Yes (for C3.ai) ~~No~~ No (for Cummins)

If you answered "Yes" to Question 5, move on to Question 6. If you answered "No" to Question 5, skip ahead to Part C: Ownership.

Question 6: If you found that Cummins is liable for breaching the MSSA, what amount did C3.ai prove would fairly and reasonably compensate C3.ai? C3 may only recover its actual loss damages once, so you may not include in your award any actual loss damages already awarded in response to **Question 4**.

\$ 0 Total

Proceed to Part C: Ownership.

Part C: Ownership

Question 7: Did Cummins prove that it owns the Fuel Economy Optimization Application and/or the intellectual property within the application?

___ Yes (for Cummins)  ___ No (for C3.ai)

Proceed to Part D: Cummins's Breach of Contract Claim.

Part D: Cummins's Breach Of Contract Claim

Question 8: Considering all defenses to breach of contract that have been asserted, did Cummins prove that C3.ai breached the MSSA by deleting all application software, data, and backups thereof from the Cummins environment?

✓ Yes (for Cummins) ~~NO~~ No (for C3.ai)

If you answered "Yes" to Question 8, move on to Question 9. If you answered "No" to Question 8, skip ahead to the Question 10.

Question 9: If you found that C3.ai is liable for breaching the MSSA by deleting all application software, data, and backups thereof from the Cummins environment, what amount did Cummins prove would fairly and reasonably compensate Cummins?

\$ 0 Total

Question 10: Considering all defenses to breach of contract that have been asserted, did Cummins prove that C3.ai breached the MSSA by failing to provide adequate knowledge transfer?

 Yes (for Cummins) ☒ No (for C3.ai)

If you answered “Yes” to Question 10, move on to Question 11. If you answered “No” to Question 10, skip ahead to the last page of this form.

Question 11: If you found that C3.ai is liable for failing to provide adequate knowledge transfer, what amount did Cummins prove would fairly and reasonably compensate Cummins?

\$ Total

When you have reached a unanimous verdict as to each claim, sign and date below and alert the bailiff.

Presiding Juror:

Michael Pruszkowski

Date:

5-19-24