

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.14
(ID # 24648)

MEETING DATE:
Tuesday, April 30, 2024

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY-CLERK-RECORDER: Approval of Commercial Order Form to the Agreement with C3.AI Inc., a Delaware Corporation, for an additional \$4,000,000 for a new contract total amount not to exceed \$10,375,000, without seeking competitive bids, to provide Commercial Property Appraisal services through August 30, 2029; All Districts. [Total Cost - \$10,375,000, additional compensation not to exceed \$1,037,500; American Rescue Plan Act (ARPA) Fund – 70%; Department Funds 30%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the obligation of \$2,975,000 from the American Rescue Plan Act (ARPA) Fund for Technology Infrastructure from the County Departments Response category;

Continued on Page 2

ACTION:4/5 Vote Required, Policy


Kan Wang, Assistant Assesor-County-Clerk Recorder 4/24/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 30, 2024
xc: Clerk-Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve and direct the Auditor Controller to make the budget adjustment as shown on Schedule A;
3. Approve the Order Form No. 3 to the Agreement with C3.AI Inc., a Delaware Corporation, without seeking competitive bids, for a new total contract amount of \$10,375,000, through August 30, 2029;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to; (a) sign amendments that include modifications of the statement of work that stay within the intent of the Agreement, (b) and sign amendments to the compensation provisions that do not exceed ten percent (10%) annually of the total annual cost of the contract to be funded from Department funds, (c) authorize the Purchasing Agent to issue purchase orders to C3.AI Inc that do not exceed the approved annual amount; and,
5. Authorize the Chair of the Board to sign (4) copies of the documents on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return three (3) copies of the documents to the Assessor–County Clerk–Recorder’s office.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$4,375,000	\$1,500,000	\$10,375,000	\$1,500,000
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: American Rescue Plan Act (“ARPA”) Fund 70%, Department Funds 30%			Budget Adjustment: Yes	
			For Fiscal Year: 23/24 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA) in to law. Riverside County’s share of American Rescue Plan funding is estimated to be \$479 million, of which the first installment of \$239,937,299 was received on May 10, 2021.

On October 19, 2021, the Board approved Item 3.5 with preliminary allocations of ARPA into seven broad categories: 1) Infrastructure; 2) Housing and Homelessness; 3) Economic Recovery; 4) County Departments Response; 5) Revenue Backfill; 6) Non-Profit Assistance; and 7) Child Care Assistance. Specific budget adjustments would come to the Board in separate Form 11s brought forward by individual departments.

On July 18, 2023, the Board approved Item 3.7 allowing the Assessor-County Clerk-Recorder (ACR) the ARPA funds to fund a Technology Infrastructure project leveraging

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platform-based software-as-a-solution. Algorithm driven property appraised values can potentially better serve underserved communities in numerous ways and have the potential to enhance transparency to the public.

The project presented in this F11 will be funded from the County Departments Response category. The application of ARPA funds was deemed an eligible use following review with an ARPA consultant and is based upon the Final Rule promulgated by the Department of the Treasury, which noted that funds may be used to address the data, evidence, and program administration needs of recipients, including improvement to government information technology and data management systems.

The ACR's Residential and Commercial Appraisal units handle a high volume of appraisal work, both during market upturns and downturns. Approximately half of the workload requires manual data analysis and determination of the taxable value for residential and commercial properties in the County. As the department continues to face challenges that drive up work volume, such as high turnover, and the need to recruit and train new staff due to the County's continued high growth rate, the strategic goal is to leverage technology to control staffing growth. Implementing a platform based, algorithm driven solution can reduce the labor hours required to perform the work, enabling the department to increase productivity with the existing workforce and expand the staff's capacity to accommodate the county's growth, increased workload, recover from future pandemics or emergencies, and work through backlogs of data maintenance.

Following a successful Pilot Program, ACR entered into a purchase agreement in July 2023 for an algorithm driven solution for residential valuation. ACR went live with that program in October 2023. For Q1 2024, staff used the residential valuation platform to value approximately 70% of its residential transfer workload.

In October 2023, the ACR entered into a new Pilot Program with C3.AI for the valuation of commercial properties within Riverside County. This purchase is an extension of the successful Pilot Program.

C3.AI is a platform-based solution to value residential and commercial properties in Riverside County. The solution enhances the staff's production processing capabilities by providing algorithm driven analysis and conclusions, eliminating the need for manual steps in the valuation process. The solution is developed and delivered on a platform that will enable the organization to become self-sufficient in configuring, customizing, deploying, and enhancing the solution within the platform. The development platform allows the business to develop, customize, and enhance applications utilizing the latest AI/ML technologies to augment additional operational processes and increase efficiency and productivity.

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Impact on Residents and Businesses

Underserved communities will be better served by the adoption of an algorithm-based approach for property value appraisal. Algorithm-based models can adapt to changing market conditions and incorporate new data to provide fair appraisals at a faster rate. Underserved communities' property values usually encounter negative market condition impacts at a higher rate with greater value changes during market downturns. Models will aid with expedient and fair Proposition 8 values to ensure homeowners receive fair relieve during negative market conditions. Also, models can further minimize the chance of unintentional bias effecting a person's property value. Subconsciously more weight can be placed on subjective data over others when determining the factors that influence property values. Models, apply the same 'weights' across all relevant data points, therefore minimizing the potential for disparities in concluded values. This ensures that underserved communities receive fair and consistent valuations, regardless of their economic circumstances. Another benefit is a decreased need for homeowners to rely on appeals, requests for review, and other forms of constituent contact that may act as barriers for underserved communities.

Adopting an algorithm-based approach for property value appraisal will also increase productivity and efficiency. Increased productivity will help to resolve challenges from the COVID years of staffing shortages, backlogs of property characteristics, and other data upkeep efforts. Increased efficiencies will help to accomplish increasing workloads while realizing a budgetary savings by year three, which can be utilized to support the department's strategic objective of enhancing public outreach, education, and services, particularly in underserved communities.

Model generated property appraised values have the potential to enhance transparency to the public by using a data driven approach based on objective data points. The data is used consistently through algorithms and can be provided to the public promoting transparency in the valuation process. By the public understanding the data behind the appraisals, they can evaluate the accuracy and fairness of the property values.

Additional Fiscal Information

To scale out the AI/ML project application into production, the estimated five years contract is illustrated in Table 1 below:

Table 1: Projected Implementation, Licensing, and Operational Cost of AI/ML-based Application

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Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
One-time Costs:						
<i>C3.AI Advisory & Support FTE Cost - Application Deployment/Implementation</i>	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,000,000
Ongoing Costs:						
<i>C3.AI Platform & Application Licensing</i>	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$4,375,000
Previous SSJ Approved Amounts:						
<i>Application Pilot/Proof-of-Concept (FY22/23) - \$49,300</i>						
Total Original SSJ Costs	\$1,875,000	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000	\$6,375,000
New Services						
C3 AI Commercial Property Appraisal Subscription Fees	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
C3 AI Prioritized Engineering Services (PES) and COE FT Fees	\$2,250,000	\$125,000	\$125,000	\$125,000	\$125,000	\$2,750,000
Total New Additional Costs	\$2,500,000	\$375,000	\$375,000	\$375,000	\$375,000	\$4,000,000
New Amended SSJ Annual Total Cost	\$4,375,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$10,375,000
<i>Contingency Fund of 10% Annually</i>	\$437,500	\$150,000	\$150,000	\$150,000	\$150,000	\$1,037,500

The ACR is currently seeking additional funding support through the ARPA for the additional licenses, and services in the amount of \$2,975,000, which will facilitate the additional implementation of this new technological approach aimed at streamlining the valuation of commercial properties.

The ACR will fund the remainder of the agreement in the amount of \$1,025,000, from department funds. Any amendments to the compensation provisions of the agreement that do not exceed ten percent (10%) annually of the total annual cost of the contract will be funded from department funds.

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Contract History and Price Reasonableness

In October 2023, the ACR entered a Pilot Program with C3.AI that included technical experts from the vendor that provided an algorithm driven solution for the commercial property valuation solution. This purchase is an extension of the Pilot Program.

As provided in the sole source procurement document, the vendor has provided a discounted one-time cost of \$2,000,000, which includes a pilot (proof-of-concept) engagement to evaluate other use case in the department, and waiver of run-time costs for both Commercial and Residential solution for the duration of the contract.

ATTACHMENTS:

- Amended SSJ Approval # 24-009A
- Commercial Order Form
- Master Agreement Central Purchasing
- Schedule A: C3AI


Meghan Hahn, Director of Procurement 4/24/2024


Aaron Gettis, Chief of Deputy County Counsel 4/24/2024

COMMERCIAL ORDER FORM

THIS **COMMERCIAL ORDER FORM** (this “**Order Form**”) is made and entered into as of the date of last signature below (the “**Effective Date**”), between **County of Riverside, a political subdivision of the State of California, on behalf of its Assessor-Clerk- Recorder** (“**County**” or “**Customer**”) and **C3.ai, Inc.**, a Delaware corporation (“**C3 AI**”). This Order Form is subject to the terms of the **Master Agreement** between C3 AI and County, dated effective December 21, 2022 (the “**Master Agreement**”), which is incorporated herein by reference. C3 AI and County 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 Form have the meanings set forth in the Master Agreement and the Product-Specific Terms referenced therein.

1. Commercial Terms

- 1.1. C3 AI Subscription Term: A Production Phase beginning on the Effective Date and continuing until five (5) years from the Effective Date (“**Production Phase**”), and a C3 AI Recordings Analysis Pilot Phase beginning on the Effective Date and continuing until three (3) months from the Effective Date (“**Pilot Phase**”).
- 1.2. Deployment Infrastructure: C3 AI Hosting Services Account.

2. Fees:

TABLE 1 – C3 AI Subscription Fees*

C3 AI Services	Year 1	Year 2	Year 3	Year 4	Year 5
C3 AI Commercial Property Appraisal Subscription Fees	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
C3 AI Prioritized Engineering Services (PES) and COE FTE Fees	\$2,250,000	\$125,000	\$125,000	\$125,000	\$125,000
Number of Included PES Features	3	-	-	-	-
Number of Included COE FTEs	2	0.25	0.25	0.25	0.25
C3 AI Recordings Analysis Pilot (up to 3 months)		-	-	-	-
C3 AI Recordings Analysis Subscription	Included				
Number of Included COE FTE Resources	3 (for up to 3 months)	-	-	-	-
C3 AI Runtime	Unlimited				
Total Annual Fees	\$2,500,000	\$375,000	\$375,000	\$375,000	\$375,000
Total 5-Year Fees		\$4,000,000			

*All pricing options include Hosting Services Fees in a C3 AI Hosting Account. All installations will be in accordance with the C3 AI standard installation guides, found at [C3.ai/legal](https://www.c3.ai/legal).

3. Fees and Payment Terms

A. C3 AI Subscription Fees

- i. Production Phase: The fee for the Production Phase is \$4,000,000 (the “**Production Phase Fee**”), and is an irrevocable, nonrefundable commitment on the Effective Date. The Production Phase Fee will be invoiced as follows: (i) \$2,500,000 on August 30, 2024, (ii) \$375,000 on August 30, 2025, (iii) \$375,000 on August 30, 2026, (iv) \$375,000 on August 30, 2027, and (v) \$375,000 on August 30, 2028.

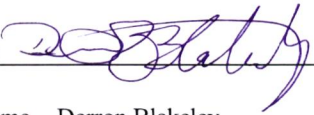
- ii. Prioritized Engineering Services. C3 AI would typically charge \$1,500,000 (i.e., \$500,000 per feature) for the Prioritized Engineering Services (PES). C3 AI, in consultation with Customer, will deploy and manage the PES as specified in Exhibit B.
 - iii. Parcels Limitation: The Production Phase Fee includes up to 20,000 commercial parcels. Additional parcels will be charged at \$12,500 per 1,000 parcels per year.
- B. CoE FTE Resources Fees. The CoE Resources Fees identified in Table 1 are included in the invoice schedule described in Section 3A.i. herein. Customer may purchase additional CoE FTE resources during the Subscription Term upon thirty (30) days' prior written notice at the rate of \$42,000 per FTE per month. The Parties have designated an initial objective for the CoE during the Production Phase as specified in Exhibit A.

4. Additional Terms


- A. Master Agreement and Order of Precedence. This Order is subject to the terms of the Master Agreement between C3 AI and Customer, which is incorporated herein by reference. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (1) this Order and (2) the Master Agreement, including the documents incorporated by reference therein.

In Witness Whereof, each of the Parties has duly executed this Order Form as of the Effective Date.

C3.ai, Inc., a Delaware corporation

By: 
 Name Derron Blakeley
 Title General Counsel
 Date 04/16/24

County of Riverside, a political subdivision of the State of California, on behalf of its Assessor-Clerk-Recorder

By: 
 Name CHUCK WASHINGTON
 Title CHAIR, BOARD OF SUPERVISORS
 Date 4/30/2024

ATTEST:
 Kimberly Rector
 Clerk of the Board

By: 
 Deputy

APPROVED AS TO FORM:
 Ryan D. Yabko
 County Counsel, Deputy

By: 

Exhibit A – Center of Excellence

C3 AI Center of Excellence services provide premium support services by a team of C3 AI CoE FTE resources to provide assistance and guidance in the design, development, and testing of Customer Application(s) and Customer Extension(s) by resources of the Customer and its Affiliates (if included as a party to the Agreement). “C3 AI CoE FTE” means a full-time equivalent resource for up to 167 person hours per month or 2000 person hours per year.

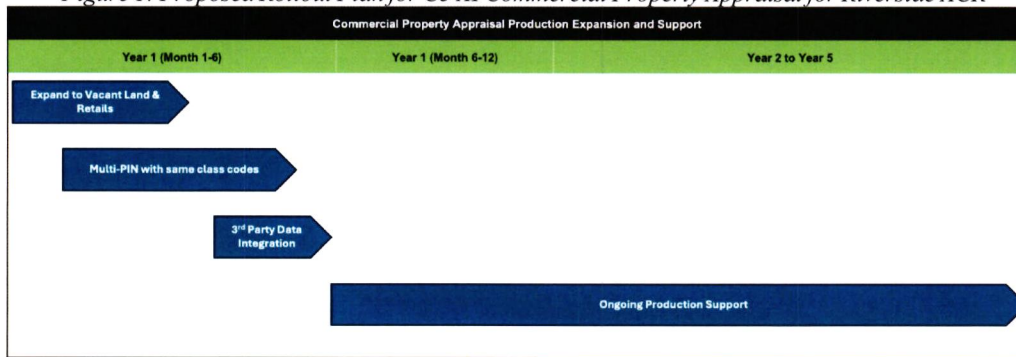
1. **CoE Overview.** The purpose of the CoE is to allow the Customer to utilize, extend or modify C3 AI Applications and to develop its own applications on the C3 AI Platform. To facilitate Customer’s efforts, C3 AI provides the following C3 AI CoE Support Services on C3 AI Platform and C3 AI Applications (if subscribed in the applicable Order Form) to Customer personnel during the Pilot Phase or Subscription Term of CoE FTEs ordered on an applicable Order Form:
 - a. Support and guidance on the C3 AI Platform overall 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 Platform, C3 AI Tools, and C3 AI Applications for named Customer Developers; and
 - d. Help to address named Customer Developers’ development issues.

2. **CoE Set Up.** Each party shall complete the applicable requirements specified below.
 - a. Customer: (i) Customer Developers must complete and pass a C3 AI developers qualification; (ii) Customer Developers must successfully complete required C3 AI training and (iii) Customer must define a reasonable product specification and a reasonable project plan for any Customer Application or Customer Extension 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 the qualified named Customer Developers; and (ii) C3 AI will provide online training resources for Customer Developers.

3. **Customer CoE Objective for Deployment Phase.** The Parties have designated an initial objective for the Production Phase, which is to support Customer in accomplishing the scale-out plan described below. The Customer may change the overall objective of the CoE during the Production 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 Production Phase is as follows:

Phase	Details
Expansion of C3 AI Commercial Property Appraisal application (first 6 months)	<ol style="list-style-type: none"> 1. Configure machine-learning-based automation valuation models (AVMs) to estimate property valuations and confidence scores, to support direct enrollment and Prop 8 appraisals for commercial vacant land and retail properties in the county, with sufficient available data 2. Integrate a 3rd party commercial property data source into C3 AI Commercial Property Appraisal and re-train machine-learning based automated valuation models (AVMs) with additional 3rd party data 3. Configure machine learning-based automated valuation models (AVMs) to estimate property valuations and confidence scores, to support direct enrollment and Prop 8 appraisals for multi-PIN commercial properties with the same class code, with sufficient available data 4. Extend the application UI to support commercial vacant land and retail properties, display a 3rd party commercial data sources, and support multi-PIN commercial properties with same class code
Ongoing Production Support (after first 6 months)	<ol style="list-style-type: none"> 1. Monitor application performance and provide sustainment support as needed; 2. Configure additional features and functionalities in the application, such as AI-based property condition determination

Figure 1: Proposed Rollout Plan for C3 AI Commercial Property Appraisal for Riverside ACR



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

- i. Provide access to In-Scope Data sources – Eagle Records management system
- ii. Provide C3 AI with up to 3 months of historical ORs for the in scope Record type
- iii. Make subject matter experts and other Customer personnel available as set forth in Table 2 below
- iv. Provide technical support and integration support for establishing live data integration with the Eagle Records management system

4. **Customer CoE Objective for C3 AI Recordings Analysis Pilot Phase.** 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. The scope of the Pilot Phase is limited to 2,000 Official Records (OR) documents from one (1) document type (e.g., Substitution of Trustees or Reconveyance & Assignment of Deed of Trust). The scope of the Pilot Phase will also be limited to digitized ORs; mailed ORs will be included during post-pilot expansion.

As of the Effective Date, the joint objective of the Customer CoE during the Pilot Phase is as follows:

1. Deploy the C3 AI Recordings Analysis Application in a C3 AI-hosted GCP environment
2. Ingest and index up to 2,000 Official Records (OR) documents from one (1) document type (e.g., Substitution of Trustee or Reconveyance & Assignment of Deed of Trust), as defined in Table 1
3. Configure up to one (1) optical character recognition (OCR) model to extract the OR details for rules validation and indexing
4. Configure up to 10 analytics rules for automated OR compliance validation and manual error detection
5. Configure up to four (4) user interface screens, to visualize the unified data and AI insights
 1. Records Dashboard: key metrics and trends for Recorder documents processed, number of rules validated, identified anomalies, and alerts created for user review
 2. Records Search: search functionality to look up records processed in the Recordings Analysis Application
 3. Records Details: details view for each OR including the scanned document view and rules validated and anomalies identified
 4. Records Alerts: a grid view of all Alerts identified based on the processed ORs. Users will be able review and dispose alerts
6. Complete integration, quality assurance, performance, and user-acceptance testing
7. Conduct up to three (3) in-person training sessions on the C3 AI Recordings Analysis Application

Table 1: In-Scope Data

Data Source	Description	Format
Riverside Eagle Recorder – Records Management System	Riverside Record management system with digitized Records	PDF

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

- i. Provide access to the In-Scope Data, defined in Table 1, and associated documentation
- ii. Make subject matter experts and other County personnel available for the pilot
- iii. Support project development by attending workshops to review user interface screens, develop analytics, and configure the application

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

5. **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 Form. 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 person hours in excess of the number specified in the Order Form are subject to the payment of additional fees.
- b. C3 AI CoE FTEs will provide instruction to named Customer Developers on the design, development, quality assurance, performance testing, maintenance/upgrade of Customer Applications and Customer Extensions developed by Customer. The instruction may include, but not be limited to the following:
 - i. Develop C3 AI canonical data format and integrate data;
 - ii. Create and manage C3 AI data types;
 - iii. Develop application logic;
 - iv. Create and extend analytics (systematic computational analysis of data or statistics);
 - v. Write application software test for C3 AI Applications;

- vi. Configure machine learning algorithms and perform steps required to test and deploy machine learning algorithms;
 - vii. Configure user interface(s); or
 - viii. Manage, monitor, and operate sub-components/services of C3 AI Application(s).
- c. Customer will provide a sufficient number of qualified Customer personnel for the design, development, and testing of Customer Application(s) and Customer Extension(s) by Customer. Customer personnel may include named Customer Developers, application developers, data scientists, data modelers, data integrators, quality assurance engineers, operations personnel, project management, project leadership personnel, subject matter experts, and IT personnel knowledgeable about the source data systems.

6. **Project Governance and Limitations.**

- a. C3 AI and Customer will each designate an executive sponsor to manage the relationship under the Order Form. C3 AI and Customer will ensure that the appropriate representatives from each Party participate in quarterly, face-to-face, Customer product road map and project review meetings. A quarterly executive status report will be created by CoE project leads and shared at the quarterly meeting.
- b. Formal CoE project reviews will be conducted monthly by the Customer and C3 AI team leadership.
- c. The Parties agree the C3 AI CoE FTE person hours will be reasonably distributed over the Pilot Phase. CoE FTEs person hours ordered on a one year or greater subscription term will be reasonably distributed in each year of the subscription term.
- d. The following professional services are outside of the scope of the services provided in the CoE: post-launch enhancements, customizations, and implementation services.

Exhibit B - Prioritized Engineering Services

C3 AI will provide prioritized engineering services to produce the three (3) features described in the table below in the C3 AI Commercial Property Appraisal Application (the "Prioritized Engineering Services").

C3 AI Prioritized Engineering Services provide development services by a team of C3 AI developers focused on developing specific new features of the C3 AI Commercial Property Appraisal Application targeted to County needs on a prioritized basis ("Prioritized Features"). The resulting product of such services will become part of C3 AI Products, available to County and other customers and will remain the intellectual property of C3 AI, available to County, and maintained by C3 AI throughout the Term, as provided below.

Development Roadmap

C3 AI will use commercially reasonable efforts to develop and maintain the specified Prioritized Features as part of the corresponding C3 AI Product. The Parties may swap out one or more features for features of a comparable scope, prior to the start of C3 AI's development of a feature. C3 AI will provide County monthly reports on development progress and will be reasonably available for update meetings and consultation on progress throughout the development period.

Delivery and Acceptance

Each new Prioritized Feature shall be considered accepted upon delivery of the feature. Any performance issue or alleged defect in a completed feature that has been delivered shall be handled through the standard warranty and support terms and process set forth in the Master Agreement.

Initial Feature Plan

The following initial list of three (3) features is subject to further discussion and agreement between C3 AI and County up to when C3 AI begins development of the applicable feature below, at which time the feature may no longer be changed or substituted. The table below details a list of potential future features on C3 AI's roadmap which are valued at \$500,000 each.

Table 1: Prioritized Engineering Services

ID #	Feature Name	Feature Description
1	Multi-PIN Transfers User Interface	Create an appraisal workflow that allows users to view transfer event details and conclude multi-PIN transfers for PINs of the same class code.
2	Multi-PIN Declines User Interface	Create an appraisal workflow, that allows users to view decline event details and conclude multi-PIN declines for PINs of the same class code.
3	Multi-PIN Data Model	Update the C3 AI Property Appraisal data model to support multi-PIN properties, which includes building a one-to-many relationship between appraisal events and parcels.

6. Unique features of the supply/service being requested from this supplier.

California's Revenue & Taxation Code regarding ad valorem valuation is unique compared to other states and jurisdictions. C3.AI has developed the first production-ready, out-of-the-box ad valorem valuation application powered by AI/ML for residential property in California.

The Residential Valuation application is a California-compliant Computer-Assisted Mass Appraisal (CAMA) system, which offers the following distinct features:

- It is the only application that utilizes AI/ML to analyze and determine a fair and equitable taxable value under Proposition 13 and Proposition 8 with minimal manual workload compared to existing processes. This is a unique and challenging regulatory mandates specific to California which makes solutions highly complex.
- It is the only application that provides a dashboard that appraisers and supervisors can use to monitor daily metrics, that follow best practices prescribed by the International Association of Assessing Officers (IAAO) regarding CAMA solutions.
- It is the only application that provides modelers a dashboard to monitor model performance and provides tools to calibrate existing models.
- It is the only AI/ML application that utilizes Geographic Information System (GIS) data integration to arrive at the residential taxable value.
- It is the only application that offers a comprehensive modeling and data operations (MLOps) framework, supporting modeling, data management, and operations.
- It is the only application that allows for business rule configurations, which enable the customization of throughputs and efficiency levels, based on priorities and other operational factors.

Furthermore, as a leader in Enterprise AI/ML within the industry, C3.AI has developed a proprietary AI/ML platform on which business solutions are built, deployed, and licensed. The core solutions leverage the power of AI/ML to streamline business workflows that involve a high degree of labor, data review and analysis, and a large volume of work transactions.

C3.AI's unique platform approach includes the following:

- A pre-built, end-to-end AI/ML-driven platform: It offers a comprehensive platform-as-a-service approach with pre-integrated components for AI/ML application development, deployment, and operations.
- Multi-cloud capability: The software layer of the solution can be hosted and deployed on any of C3.AI's provider partners, such as AWS, Azure, or Google.
- Customer self-sufficiency: It allows customers to configure, enhance, and maintain the applications deployed on the platform without incurring additional development cost and time.
- Extensibility: The platform enables customers to expand the use cases and conduct proof of concepts for other business cases or develop AI/ML-powered solution offerings, such as an AI/ML-powered commercial valuation application.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The ACR Residential Appraisal unit handles a high volume of appraisal work, both during market upturns and downturns. Approximately half of the workload requires manual data analysis and determination of the taxable value for residential properties in the county.

As the department continues to face challenges that drive up work volume, such as high turnover, and the need to recruit and train new staff due to the county's continued high growth rate, the strategic goal is to leverage technology to control staffing growth. Implementing an AI/ML augmented solution can reduce the labor hours required to perform the work, enabling the department to increase productivity with the existing workforce and expand the staff's capacity to accommodate the county's growth, increased workload, and work through backlogs of data maintenance.

C3.AI offers a comprehensive platform that eliminates the reliance on third-party integrators and developers, unlike other large AI/ML-based companies. By utilizing a single end-to-end AI/ML platform vendor, the learning curve for our staff to develop the necessary skills to become self-sufficient in developing, configuring, customizing, deploying, and enhancing solutions is minimized. By providing these AI/ML tools to staff, productivity and efficiency increase potentially saving on labor costs. Additionally, using a single vendor-provided platform eliminates the need for in-house developers to build solutions from scratch and provides a standardized foundation for development teams to use platform-based toolsets for rapid development, testing, innovation, and deployment of AI/ML-powered applications. The platform is continuously updated by the vendor to incorporate the latest best practices, standards, security, and technologies so our application stays in tune with the advancement of the in the industry.

8. Period of Performance: From: 7/18/23 to 7/18/28
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
One-time Costs:						
<i>C3.AI Advisory & Support FTE Cost - Application Deployment/Implementation</i>	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,000,000
Ongoing Costs:						
<i>C3.AI Platform & Application Licensing</i>	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$4,375,000
Previous SSJ Approved Amounts:						
<i>Application Pilot/Proof-of-Concept (FY22/23) - \$49,300</i>						
Total Costs	\$1,875,000	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000	\$6,375,000

Note: Insert additional rows as needed

10. Price Reasonableness: *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

The vendor has provided a discounted one-time cost, reducing it from \$2,000,000 to \$1,000,000, which includes the following:

- 1) Implementation and deployment of the AI/ML-based Residential Valuation application with three senior-level technical staff for four months.
- 2) Pilot development of the AI/ML-based Commercial Valuation application with three experts for four months.
- 3) Pilot development of Generative AI for Enterprise with three experts for six months.
- 4) Additional Advisory Services expert support of 2 full-time equivalent resources for the first year.

11. Projected Board of Supervisor Date (if applicable): 7/18/23

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)



Kan Wang Assistant ACR

7/6/23

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through 6/30/2028 (date)

(If Annual Amount Varies each FY)

FY 2324 : \$ 1,875,000.

FY 2425 : \$ 1,125,000

FY 2526 : \$ 1,125,000

FY 2627 : \$ 1,125,000

FY 2728 : \$ 1,125,000



Suzanna Hinckley,
Assistant Director

07/10/2023

24-009

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

3/27/2023 Amendment Request for SSJ # 24-009:

The ACR is now seeking to add a platform-based software-as-a-service solution, to augment and streamline the processing of valuing commercial properties in Riverside County.

8. Period of Performance: From: 7/18/23 to 8/30/2029
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

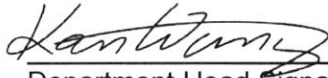
9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent’s authority, Board approval must be obtained.

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
One-time Costs:							
<i>C3.AI Advisory & Support FTE Cost - Application Deployment/Implementation</i>	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000		\$2,000,000
Ongoing Costs:							
<i>C3.AI Platform & Application Licensing</i>	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000		\$4,375,000
Previous SSJ Approved Amounts:							
<i>Application Pilot/Proof-of-Concept (FY22/23) - \$49,300</i>							
Total Original SSJ Costs	\$1,875,000	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000		\$6,375,000
New Services							
C3 AI Commercial Property Appraisal Subscription Fees		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
C3 AI Prioritized Engineering Services (PES) and COE FT Fees		\$2,250,000	\$125,000	\$125,000	\$125,000	\$125,000	\$2,750,000
Total New Additional Costs		\$2,500,000	\$375,000	\$375,000	\$375,000	\$375,000	\$4,000,000
New Amended SSJ Annual Total Cost	\$1,875,000	\$3,625,000	\$1,500,000	\$1,500,000	\$1,500,000	\$375,000	\$10,375,000
<i>Contingency Fund of 10% Annually</i>	<i>\$187,500</i>	<i>\$362,500</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$37,500</i>	<i>\$1,037,500</i>

10. Price Reasonableness:

The vendor has provided a total of \$2,000,000 in discounts that includes a pilot (proof-of-concept) engagement to evaluate other use case in the department, and waiver of run-time costs for both Commercial and Residential solution for the duration of the contract.

11. Projected Board of Supervisor Date (if applicable): 4/9/2023

	Kan Wang Assistant ACR	3/28/24
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve	Approve with Condition/s	Disapprove
----------------	---------------------------------	-------------------

Condition/s:

Signature by the department attests all legal and contractual requirements have been met by the selected supplier.

Amended annual amounts and contingency noted in updated table.


Not to exceed:

- One-time** \$ _____
- Annual Amount** \$ _____ / per fiscal year through _____ (date)
 (If Annual Amount Varies each FY)
 - FY 23/24 : \$ 1,875,000 plus up to 10% contingency
 - FY 24/25 : \$ 3,625,000 plus up to 10% contingency
 - FY 25/26 : \$ 1,500,000 plus up to 10% contingency
 - FY 26/27 : \$ 1,500,000 plus up to 10% contingency
 - FY 27/28 : \$ 1,500,000 plus up to 10% contingency
 - FY28/29 : \$375,000 plus up to 10% contingency

Reviewed by Procurement Contract Specialist (PCS):

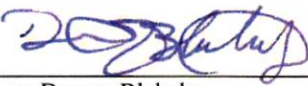

Signature: Ofelia Acosta

Date: 4/11/2024

	4/22/2024	24-009A
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

**C3 AI
MASTER AGREEMENT**

THIS C3 AI MASTER AGREEMENT (the "Master Agreement") is entered into between the parties indicated below and is effective as of December 15, 2022, ("Effective Date").

C3.ai, Inc. ("C3 AI")	County of Riverside, a political subdivision of the State of California, on behalf of its Assessor-Clerk-Recorder ("COUNTY")
By: 	By: 
Name: Derron Blakely	Name: Ann Marie Ortega Foglio
Title: General Counsel	Title: Procurement Contract Specialist
Date: 12/20/22	Date: 12-21-22
Address: 1300 Seaport Boulevard, Suite 500, Redwood City, CA 94063	Address: 3450 14 th Street, Riverside, CA 92501
E-Mail for Notices: c3legal@c3.ai	E-Mail for Notices: Kan.Wang@asrcikrec.com

FORM APPROVED COUNTY COUNSEL
BY  DATE

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means the Master Agreement, the Data Processing Addendum, and any Order Forms.

"Beta Software" means C3 AI software or functionality designated as a beta, pilot, limited release, developer preview, non-production, evaluation, or by similar description, that C3 AI may make available to COUNTY at COUNTY's option.

"C3 AI Documentation" means the user documentation made available to COUNTY by C3 AI for the C3 AI Software ordered by COUNTY from C3 AI, as may be updated by C3 AI from time to time.

"C3 AI Hosting Services Account" means C3 AI's account with a third-party Hosting Services provider (e.g., Microsoft Azure, Google Cloud, or Amazon Web Services).

"C3 AI Implementation Services" means implementation services that Customer orders from C3 AI as specified in an Order Form and described in a mutually agreed Statement of Work attached to such Order Form.

"C3 AI Materials" means (a) C3 AI Software and C3 AI Documentation; (b) C3 AI's Intellectual Property existing prior to the Agreement; (c) Intellectual Property created by C3 AI independently of the Agreement; (d) all C3 AI training materials related to the C3 AI Software; (e) the results of C3 AI Services (other than C3 AI CoE Services, if ordered by COUNTY as specified in an Order Form); and (f) any and all other Intellectual Property developed by or

on behalf of C3 AI to provide features or capabilities in the C3 AI Software, including, where applicable, to enable specific capabilities in COUNTY Applications or COUNTY Extensions.

“C3 AI Runtime” are virtual CPUs (“vCPUs”) used by the C3 AI Software, COUNTY Applications, or COUNTY Extensions in any Deployment Environment.

“C3 AI Services” means individually and collectively, the C3 AI Advisory Services, C3 AI CoE Services, C3 AI Implementation Services, C3 AI Support Services, C3 AI training, or other similar services that Customer orders from C3 AI as specified in an Order Form, and as described in the Product-Specific Terms, if any.

“C3 AI Software” means the C3 AI software that Customer orders from C3 AI as specified in an Order Form, including, as applicable, the C3 AI Platform and any C3 AI software application(s) (a **“C3 AI Application”**), and any development and integration tools that are provided therewith.

“C3 AI Support Services” means the support services described in Exhibit C.

“Center of Excellence” or **“CoE”** means the Center of Excellence specified in an Order Form, that C3 AI and COUNTY establish to support the design, development, and testing of COUNTY Application(s) and/or COUNTY Extension(s) by COUNTY and its Affiliates, as described in the C3 AI Center of Excellence Description attached as Exhibit B to the Order Form.

“CoE IP” means software, if any, developed by C3 AI’s resources while providing services in the CoE while supporting COUNTY’s design, coding, or software testing of COUNTY Applications and COUNTY Extensions, and which software is integrated into such COUNTY Applications and COUNTY Extensions. For the avoidance of doubt, CoE IP excludes (a) anything conceived or developed by or on behalf of C3 AI outside the CoE, and (b) C3 AI Materials.

“C3 CoE Support Services” means those support services, if any, identified as the Center of Excellence services in the applicable Order Form. The C3 CoE Support Services exclude C3 Implementation Services.

“COUNTY Data” means all electronic data and electronic information submitted by or for COUNTY, excluding C3 AI Materials, to be processed on or by the C3 AI Software ordered by COUNTY.

“COUNTY Application” means a software application that COUNTY operates on the C3 AI Platform that (a) is independently developed by COUNTY without the design, development, or testing assistance of C3 AI personnel; or (b) is developed in a Center of Excellence.

“COUNTY Extensions” mean modifications to add functionality or data sources to a subscribed C3 AI Application using the development and integration tools that are provided with the C3 AI Application, and which are (A) independently created by or for COUNTY without the design, development, or testing assistance of C3 AI personnel or (B) developed in a Center of Excellence.

“COUNTY Materials” means COUNTY Data, COUNTY Applications, and COUNTY Extensions.

“Data Processing Addendum” means the terms and conditions found at <URL>, or any successor or related locations designated by C3 AI, as they may be updated by C3 AI from time to time.

“Data Security Technical Specification” means C3 AI’s cyber security program document found at <URL>, or any successor or related locations designated by C3 AI, as they may be updated by C3 AI from time to time.

“Deployment Environment” means the environments (e.g., development (DEV), testing (QA), production (PROD), etc.) into which the C3 AI Software, COUNTY Applications, and COUNTY Extensions are deployed on the Deployment Infrastructure.

“Deployment Infrastructure” means the infrastructure on which the C3 AI Software will be deployed (e.g., C3 AI’s Hosting Services account, COUNTY’s Hosting Services account, or COUNTY’s on-premise environment), as specified in the applicable Order Form.

“Hosting Services” means the infrastructure and related services, including online data storage and computation services, provided by a third-party hosting service provider approved by C3 AI from time to time.

“Intellectual Property” means any and all intellectual and industrial property and tangible embodiments thereof, including, without limitation, inventions, discoveries, computer programs in machine readable object code form and source code form, compilations of data and computer databases, algorithms, scripts, templates, specifications, designs, methods, know-how, processes, trade secrets, confidential information, works of authorship, mask works and integrated circuit topographies, modifications and improvements.

“Intellectual Property Rights” means, collectively, all rights in, to, and under patents, trade secret rights, copyrights, trademarks, service marks, moral rights, and other similar rights of any type under the laws of any governmental authority, including without limitation rights in the applications and registrations relating to the foregoing.

“Operational Control” means the operational control document detailing the roles and responsibilities of COUNTY and C3 AI in the deployment of the C3 AI Software in the Development Environment found at <URL>, or any successor or related locations designated by C3 AI, as they may be updated by C3 AI from time to time.

“Order Form” means an ordering document(s) that is entered into between C3 AI and COUNTY (including any online order accepted by C3 AI) that specifies the C3 AI Software and/or C3 AI Service(s) procured by COUNTY, including any Statement of Work and other addenda incorporated therein.

“Product-Specific Terms” mean the terms found at Exhibit D, if any.

“Pilot Phase” means the initial Subscription term beginning on the effective date of a COUNTY’s first executed Order Form and ending six (6) months later.

“Restricted Party” means an entity (including the employees, officers, directors, contractors, and agents of the entity and its Affiliates) listed in Exhibit A, which may be revised upon request by C3 AI and approval by COUNTY, which approval shall not be unreasonably withheld or delayed.

“Service Level Agreement” means the agreement describing the availability of C3 AI Software during a subscription term as further defined and subject to the Service Level Agreement at Exhibit B hereto.

“Third Party Offering” means any software or services that COUNTY licenses or procures from a third party that COUNTY uses in connection with, or which interoperates with, any C3 AI Software.

“User” means a named individual employee or contractor of COUNTY or COUNTY’s Affiliates for whom COUNTY has purchased a subscription, who is authorized by COUNTY to access or use C3 AI Software, and to whom COUNTY (or, when applicable, C3 AI at COUNTY’s request) has supplied a user identification and password; provided that no employee or contractor of a Restricted Party may be a User.

2. C3 AI’S RESPONSIBILITIES

2.1. **Provisioning of C3 AI Software.** Subject to the terms of this Agreement, within seventy-two (72) hours of the effective date of the applicable Order Form, C3 AI will activate a URL to permit COUNTY to access the C3 AI Software specified in the Order Form in the C3 AI Hosting Services Account, at which time the C3 AI Software is automatically deemed accepted. If the Deployment Infrastructure is not the C3 AI Hosting Services Account: (a) the C3 AI Software will be available in the C3 AI Hosting Services Account until an instance of the applicable C3 AI Software is installed in the Deployment Infrastructure, at which time C3 AI will suspend access to the instance of the

C3 AI Software deployed in the C3 AI Hosting Services Account; and (b) subject to COUNTY's ongoing compliance with the Agreement, C3 AI grants to COUNTY a non-exclusive, nontransferable, and non-sublicensable right during the Subscription Term to install the C3 AI Software on the Deployment Infrastructure for the limited purpose set forth in this Agreement.

2.2. **C3 AI's Personnel.** C3 AI will be responsible for the performance of its personnel, including C3 AI's employees and contractors, and their compliance with C3 AI's obligations under this Agreement.

3. USE OF C3 AI SERVICES

3.1. **C3 AI Software Subscriptions.** Unless otherwise provided in the applicable Order Form, licenses to the C3 AI Software and C3 AI Services are purchased as a subscription for the term specified in such Order Form ("**Subscription Term**"). At the end of such Subscription Term, COUNTY shall immediately cease all use of the C3 AI Materials under such Order Form and shall permanently and irretrievably delete and destroy all copies of such C3 AI Materials. An authorized representative of COUNTY shall certify such cessation, deletion, and destruction to C3 AI in writing within fifteen (15) days of the end of the Subscription Term. If the Deployment Infrastructure is other than the C3 AI Hosting Services Account, then, after the end of the Subscription Term and upon providing a thirty (30) days' written notice to COUNTY, C3 AI may examine the Deployment Infrastructure to ensure that all C3 AI Materials have been deleted.

3.2. **License to COUNTY.** Subject to COUNTY's ongoing compliance with the Agreement and subject to any other limitations set forth in the applicable Order Form or Product-Specific Terms, C3 AI grants to COUNTY a non-exclusive, nontransferable, and non-sublicensable right, during the Subscription Term, to:

3.2.1. Permit an unlimited number of Users to use the C3 AI Platform in the Deployment Environment in accordance with the C3 AI Documentation solely to develop COUNTY Applications for internal COUNTY use;

3.2.2. Permit an unlimited number of Users to use the C3 AI Platform in the Deployment Environment in accordance with the C3 AI Documentation solely to develop COUNTY Extensions for internal COUNTY use, provided that (a) the functionality of the C3 AI Application must remain within its published specifications; and (b) COUNTY's use of the C3 AI Application must remain within the scope of the license granted under the Agreement; and

3.2.3. Permit an unlimited number of Users to use C3 AI Application in the Deployment Environment solely for COUNTY's internal use in accordance with the scope of this Agreement.

3.3. **COUNTY's Responsibilities.** COUNTY will (a) be responsible for Users' and any third-party granted access to C3 AI Materials by COUNTY; (b) be responsible for the accuracy, quality and legality of COUNTY Data, the means by which COUNTY acquired COUNTY Data, and obtaining adequate permissions to process such COUNTY Data with the C3 AI Software; (c) use commercially reasonable efforts to prevent unauthorized access to or use of C3 AI Materials, and notify C3 AI promptly of any such unauthorized access or use; (d) use C3 AI Materials only in accordance with this Agreement, the C3 AI Documentation, and applicable laws and government regulations; (e) be solely responsible for procuring COUNTY's own GitHub or similar code repository and business intelligence tools; (f) be responsible for complying with terms of service of any Third Party Offering with which COUNTY uses any C3 AI Materials; (g) be responsible for the use of recommendations or computational results provided by the C3 AI Software and the outcome realized by such use; and (h) comply with all obligations in the applicable Operational Control for the Deployment Environment. C3 AI's obligations under the Agreement are contingent upon COUNTY's compliance with the applicable Operational Control.

3.4. **Restrictions.** COUNTY will not, nor permit any third party to: (a) make any C3 AI Materials available to, distribute, or use any C3 AI Materials for the benefit of, anyone other than COUNTY, unless expressly stated otherwise in the Agreement; (b) sell, resell, license, sublicense, distribute, make available, rent, or lease any C3 AI

Materials, or include any C3 AI Materials in a service bureau or outsourcing offering; (c) design, develop, or provision applications for third parties that utilize C3 AI Software; (d) use the C3 AI Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use C3 AI Software to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses; (f) interfere with or disrupt the integrity or performance of any C3 AI Software or third-party data contained therein; (g) attempt to gain unauthorized access to any C3 AI Software or its related systems or networks; (h) permit direct or indirect access to or use of any C3 AI Software in a way that circumvents COUNTY's obligations in this Agreement, including contractual usage limits, or use any of the C3 AI Software to access or use any of C3 AI's Intellectual Property except as permitted under this Agreement; (i) frame or mirror any part of any C3 AI Software, other than framing on COUNTY's own intranets or otherwise for COUNTY's own internal business purposes; (j) access, use, or copy any C3 AI Materials (including any ideas, features, functions, or interface of the C3 AI Software) to: (1) build a competitive product or service; (2) build a product or service using similar ideas, features, functions, or user interface of the C3 AI Software; or (3) benchmark the C3 AI Software with any third-party product or service; (k) disassemble, decompile, or reverse engineer (except to the extent reverse engineering is expressly permitted by law) any C3 AI Materials or otherwise attempt to discover the source code or underlying structure, ideas, or algorithms in the C3 AI Software; (l) incorporate or otherwise use any software (including any Third Party Offerings) in connection with the C3 AI Software or C3 AI Services that include or link to any software code licensed under the GNU GPL or AGPL or any similar "open source" or "copyleft" license that would require C3 AI to make the source code of any part of the C3 AI Software available to any third party; or (m) alter, modify, or create derivative works of any C3 AI Software.

3.5. **Audit Rights.** COUNTY shall maintain all records of the use of the C3 AI Materials and COUNTY's compliance with the Agreement for a period of three (3) years after the end of the Subscription Term for each Order Form. If COUNTY enters into an Order Form for a software subscription following the Pilot Phase (the "Subscription Phase"), then upon reasonable prior notice during the Subscription Phase, C3 AI has the right, either itself or through an appointed representative and exercisable not more than once every twelve (12) months, at C3 AI's expense, to examine such records and accounts during COUNTY's normal business hours to verify COUNTY's compliance with this Agreement. C3 AI may audit more than once every twelve (12) months if there has already been a previous audit and some discrepancy of payment has been found. In the event the audit discloses an underpayment of fees due hereunder, COUNTY will promptly remit the amounts due to C3 AI. If an audit discloses a shortfall in payment to C3 AI of more than five percent (5%) for any year, Customer agrees to pay or reimburse C3 AI for the expenses of such audit. By requesting an audit, C3 AI does not waive C3 AI's rights to enforce this Agreement or to protect C3 AI's Intellectual Property by any other means permitted by law.

3.6. **C3 AI Runtime.** C3 AI Runtime used in excess of the monthly minimum Runtime amounts specified in the applicable Order Form will incur additional fees at the rates described in the Order Form ("**Excess Runtime Charges**"), and COUNTY will be invoiced monthly in arrears for such fees. Excess Runtime Charges are calculated by multiplying C3 AI Runtime usage during the month by the applicable C3 AI Runtime rates set forth in the Order Form. Unused C3 AI Runtime for any Subscription Month expires at the end of that Subscription Month and does not roll over to subsequent Subscription Months.

3.7. **Runtime Reporting.** COUNTY will provide regular access, not less than monthly, to C3 AI Runtime logs or records to enable C3 AI to invoice Excess Runtime Charges fees in accordance with the Agreement. COUNTY will maintain COUNTY's C3 AI Runtime logs or records for three (3) years after the C3 AI Runtime is used. COUNTY grants to C3 AI and/or its independent advisors the right to inspect and audit log files/records or COUNTY's use of C3 AI Runtime semi-annually to verify C3 AI Runtime usage. If such audit reveals actual C3 AI Runtime usage exceeded the C3 AI Runtime report provided by COUNTY, then COUNTY shall promptly pay the appropriate C3 AI Runtime fees plus interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit reveals an underpayment of 5% or more, COUNTY shall also pay C3 AI's reasonable audit costs. COUNTY shall make all payments required under this section within thirty (30) days of written notification of the audit results.

4. **NON-C3 AI PROVIDERS**

4.1. **Third Party Offerings.** Any acquisition or use by COUNTY of a Third Party Offering, and any exchange of data between COUNTY and any third party or the Third Party Offering, is solely between COUNTY and the applicable third party. C3 AI does not warrant or support Third Party Offerings. If COUNTY chooses to use a Third Party Offering with the C3 AI Software, COUNTY grants C3 AI permission to allow the Third Party Offering and its provider to access COUNTY Data as required for the interoperation of that Third Party Offering with the C3 AI Software. C3 AI is not responsible for any disclosure, modification, or deletion of COUNTY Data resulting from access by such Third Party Offering or its provider.

4.2. **Integration with Third Party Offerings.** The C3 AI Software may contain features designed to interoperate with Third Party Offerings. To use such features, COUNTY may be required to obtain access to such Third Party Offerings from their providers, and may be required to grant C3 AI access to COUNTY's account(s) on such Third Party Offerings. C3 AI cannot guarantee the continued availability of such C3 AI Software features, and may cease providing them without entitling COUNTY to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding C3 AI Software features in a manner acceptable to C3 AI. COUNTY shall ensure that COUNTY and its Affiliates have all necessary rights and licenses to interoperate any Third Party Offering with any C3 AI Software as contemplated in this Agreement.

5. **DATA PROTECTION**

5.1. **Protection of COUNTY Data.** C3 AI will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of COUNTY Data, as described in the Data Security Technical Specification. C3 AI will not use COUNTY Data except (a) to operate the C3 AI Software and provide the C3 AI Services and to address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as COUNTY expressly permits in writing.

5.2. **Personal Data.** Where COUNTY's use of the C3 AI Software or C3 AI Services requires the processing by C3 AI of personally identifiable information relating to an individual, then (a) COUNTY shall notify C3 AI in writing prior to providing C3 AI any access to any such personal information; and (b) the terms of the Data Processing Addendum will apply to such processing. COUNTY shall not provide any information that is considered protected health information under HIPAA, except pursuant to a separate Business Associate Agreement mutually agreed to in writing between the parties.

5.3. **Security & Compliance.** C3 AI may monitor all use of the C3 AI Software for security and operational purposes. C3 AI may temporarily suspend access to any C3 AI Software in the event a User is engaged in, or C3 AI in good faith suspects is engaged in, any unauthorized conduct, including any violation of any terms and conditions of this Agreement, any applicable law, or third party rights, provided, however, that C3 AI will use commercially reasonable efforts under the circumstances to provide COUNTY with notice and an opportunity to remedy such unauthorized conduct prior to such suspension.

6. **FEES AND PAYMENT**

6.1. **Fees.** COUNTY will pay all fees specified in an Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on C3 AI Software subscriptions and C3 AI Services purchased and fees cannot be decreased during the applicable Subscription Term, even if the actual usage is lower than the permitted usage set forth in an Order Form; and (b) COUNTY's payment obligations under any Order Form are irrevocable and non-cancelable and any fees paid by COUNTY to C3 AI are non-refundable.

6.2. **Invoicing and Payment.** C3 AI will invoice COUNTY in accordance with the relevant Order Form. Invoiced charges are due net 30 days from the day the invoice is received by COUNTY. COUNTY is responsible

for providing complete and accurate billing and contact information to C3 AI and notifying C3 AI of any changes to such information. If required, COUNTY will provide C3 AI with a valid purchase order or alternative document reasonably acceptable to C3 AI within thirty (30) days of each applicable payment obligation accrual date.

6.3. **Suspension of Service.** If any amount owing by COUNTY under the Agreement is thirty (30) or more days overdue, C3 AI may, without limiting C3 AI's other rights and remedies, suspend access to and use of C3 AI Software and C3 AI Services until such amounts are paid in full. C3 AI will give COUNTY at least ten (10) days' prior notice in accordance with Section 14.2 (Manner of Giving Notice) for billing notices before suspending services under this Section 6.4.

6.4. **Payment Disputes.** C3 AI will not exercise C3 AI's rights under Section 6.4 (Suspension of Service) if COUNTY is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve such dispute within a reasonable period.

6.5. **Taxes.** C3 AI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). COUNTY is responsible for paying all Taxes associated with COUNTY's purchases hereunder. If C3 AI has the legal obligation to pay or collect Taxes for which COUNTY is responsible under this Section 6.6, C3 AI will invoice COUNTY and COUNTY will pay such amount unless COUNTY provides C3 AI with a valid tax exemption certificate authorized by the appropriate taxing authority. C3 AI is solely responsible for taxes assessable against C3 AI based on C3 AI's income, property and employees.

6.6. **Future Functionality.** COUNTY agrees that COUNTY's purchases of C3 AI Software or C3 AI Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by C3 AI regarding future functionality or features.

7. PROPRIETARY RIGHTS

7.1. **C3 AI Materials Intellectual Property Ownership.** Subject to the limited rights granted herein, C3 AI and its licensors hereby retain all right, title, and interest, including all Intellectual Property Rights, in and to the C3 AI Materials, including all derivative works, modifications, enhancements and adaptations thereto. No rights are assigned or granted to COUNTY hereunder, other than as expressly set forth herein, and no implied license or right of any kind is granted to COUNTY. COUNTY will not delete or in any manner alter C3 AI's copyright, patent, trademark, or other proprietary notices, if any, appearing in any C3 AI Materials.

7.2. **COUNTY Materials Intellectual Property Ownership.** Subject to the limited rights granted herein, COUNTY hereby retains all right, title, and interest, including all Intellectual Property Rights, in COUNTY Materials. C3 AI will not delete or in any manner alter the copyright, trademark, and other proprietary notices of COUNTY, if any, appearing on any COUNTY Materials.

7.3. **CoE IP Ownership.** C3 AI hereby assigns to COUNTY all right, title, and interest in and to the CoE IP immediately upon creation. C3 AI shall execute any documents reasonably required to give effect to this Section. C3 AI may request ownership of CoE IP, and, in such a case, the parties may separately negotiate an assignment or a license to such CoE IP. COUNTY Materials include CoE IP.

7.4. **Use of C3 AI Materials in the CoE.** The parties agree that C3 AI will use commercially reasonable efforts to not integrate any C3 AI Materials into materials developed in the CoE without first obtaining COUNTY's agreement to such integration. Where COUNTY agrees to the integration of such C3 AI Materials, subject to the terms and conditions of the Agreement and payment of the fees set forth in the applicable Order Form, C3 AI grants to COUNTY a non-transferable, non-sublicensable, non-exclusive, worldwide right to use such C3 AI Materials in connection with the COUNTY's use of the COUNTY Applications and COUNTY Extensions solely within the scope of COUNTY's authorized use of the C3 AI Platform for the duration of the Subscription Term(s) under the applicable Order Form(s).

If C3 AI integrates any C3 AI Materials into materials developed in the CoE, and fails to obtain COUNTY's agreement to such integration ("**Unregistered C3 AI Materials**"), C3 AI grants COUNTY a worldwide, royalty-free, non-exclusive, non-transferable license to use the Unregistered C3 AI Materials in connection with the COUNTY's use of the COUNTY Applications and COUNTY Extensions, including as needed to copy, translate, adapt, improve, correct, distribute, and modify the Unregistered C3 AI Material in connection therewith.

7.5. **License to C3 AI.** COUNTY hereby grants to C3 AI, and shall procure the grant of, a worldwide, royalty-free, non-exclusive, non-transferable license (and, where relevant, with the right for C3 AI to sub-license to its Affiliates or subcontractors) during the term of the applicable Order Form to use, run, copy, modify, enhance, host, and maintain the CoE IP, and to permit its Affiliates and subcontractors to run, copy, modify, enhance, host and maintain the CoE IP, in each case as necessary to perform C3 AI's obligations under the Agreement.

7.6. **License to COUNTY Materials.** COUNTY grants C3 AI, C3 AI's Affiliates, and applicable contractors a royalty-free, non-exclusive, non-transferable license (a) to host, copy, transmit, display, and use COUNTY Materials as appropriate for C3 AI to operate the C3 AI Software and provide the C3 AI Services in accordance with this Agreement; and (b) to anonymize and aggregate COUNTY Data and use such aggregated and anonymized data for purposes of calculating benchmarks and other analyses that C3 AI uses internally or to improve the C3 AI Services, provided C3 AI shall not use or disclose any personally identifiable information or personal data or reveal COUNTY's identity in connection with such use of COUNTY Data.

7.7. **License to Use Feedback.** COUNTY grants to C3 AI and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license, without restriction, to use in any manner and incorporate into C3 AI's and/or its Affiliates' products or services, any suggestion, enhancement request, recommendation, correction, or other feedback provided by COUNTY or Users relating to C3 AI's or its Affiliates' current or future products or services ("**Feedback**").

8. **CONFIDENTIALITY**

8.1. **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party (the "**Disclosing Party**") to the other party or its Affiliates (the "**Receiving Party**") that is designated in writing as confidential. Regardless of marking: (a) Customer's Confidential Information includes Customer Data; (b) C3 AI's Confidential Information includes the C3 AI Services, C3 AI Materials, and any performance testing or benchmarking results or other evaluations of or conclusions concerning the C3 AI Materials; and (c) Confidential Information of each party includes the terms and conditions of this Agreement, including pricing. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, as shown by the Receiving Party's contemporaneous written records; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information, as shown by the Receiving Party's contemporaneous written records.

8.2. **Non-Disclosure.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party and each Party acknowledges and agrees that, subject to the limited rights granted herein or in an Order Form, nothing in this Agreement will be construed as granting to the Receiving Party any rights or licenses to any Intellectual Property, including but not limited to, trademarks, inventions, copyrights, trade secrets, or patents. The Receiving Party (a) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and permitted subcontractors who are not Restricted Parties and who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. C3 AI may use any ideas, know-how, and techniques retained in the unaided memories of C3 AI's personnel who have had access to COUNTY's

Confidential Information in the course of performing the C3 AI Services under this Agreement. Either party may disclose the terms of this Agreement or any Order Form to its legal counsel and accountants without the other party's prior written consent, provided that such recipient is subject to terms of confidentiality no less restrictive than those set forth herein and the party that makes any such disclosure remains responsible for such recipient's compliance with this Section 8.2. Notwithstanding the foregoing, C3 AI may disclose the terms of this Agreement and any applicable Order Form to a subcontractor to the extent necessary to perform C3 AI's obligations to COUNTY under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party only to the extent compelled by law to do so after following the procedures described in this Section 8.3.

8.3.1 **CPRA Requests for Disclosure.** In the event of a request for public disclosure under the California Public Records Act ("CPRA"), or other civil action involving a requested disclosure of Confidential Information, the Receiving Party shall give the Disclosing Party notice of the requested disclosure (to the extent not legally prohibited) and reasonable assistance at the Disclosing Party's cost, in sufficient time to allow the Disclosing Party the opportunity to contest the disclosure, including, but not limited to, by filing a reverse-CPRA action for injunctive relief to prevent or limit the public disclosure. If, upon a final court order, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only the Confidential Information permitted by final court order compelling such disclosure. Disclosing Party will be responsible for any attorneys' fees awarded by the court in a reverse-CPRA action.

8.3.2 **Public Disclosure to County.** With respect to requests for disclosure to the County's Board of Supervisors or other County departments and offices, the County will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and Receiving Party will use commercially reasonable efforts to ensure that such Confidential Information is given confidential treatment as described in section 8.2 above, including, but not limited to, disclosing only the redacted version provided by Disclosing Party of the Confidential Information or, if necessary, disclosing it under seal.

9. BETA SOFTWARE

9.1. **Beta Software Terms.** From time to time, C3 AI may make Beta Software available to COUNTY at no charge. COUNTY may choose to try such Beta Software, in COUNTY's sole discretion. Beta Software (a) is intended for and may only be used by COUNTY for evaluation purposes and not for production use; (b) is not supported by C3 AI; and (c) may be subject to additional terms. In addition to the foregoing limitations, all use of the Beta Software is subject to all other terms and conditions that apply to C3 AI Software, including without limitation C3 AI's reservation of all rights and COUNTY's obligations and restrictions on use concerning the C3 AI Software, and use of any related Third Party Offerings. Unless otherwise stated, any Beta Software will expire upon the earlier of, one year from the trial start date, the date that a version of the Beta Software becomes generally available without the applicable Beta Services designation, or when terminated by C3 AI. C3 AI may discontinue Beta Software at any time in C3 AI's sole discretion and may never make them generally available. Beta Software may contain bugs or errors.

9.2. **Disclaimer.** BETA SOFTWARE IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FOR THE AVOIDANCE OF DOUBT, ALL BETA SOFTWARE IS PRE-RELEASE, IS EXPECTED TO CONTAIN DEFECTS WHICH MAY BE MATERIAL, AND ARE NOT EXPECTED TO OPERATE AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING. BETA SOFTWARE MAY NOT OPERATE ACCURATELY AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO PUBLIC AVAILABILITY OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE BETA SOFTWARE IS ENTIRELY AT COUNTY'S OWN RISK.

9.3. **Limitation of Liability.** IN NO EVENT SHALL C3 AI BE LIABLE FOR ANY DAMAGE WHATSOEVER ARISING OUT OF COUNTY'S USE OF OR INABILITY TO USE THE BETA SOFTWARE, EVEN IF C3 AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY IS ADVISED TO SAFEGUARD IMPORTANT DATA, AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF ANY BETA SOFTWARE.

10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

10.1. **Representations.** Each party represents that it has validly entered into this Agreement and has legal power to do so.

10.2. **C3 AI Warranties.** C3 AI warrants that during an applicable Subscription Term (a) the Technical Specification C3 001: C3 AI Platform, Application and Data Security will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of COUNTY Data; (b) C3 AI will not materially decrease the overall security of the subscribed C3 AI Software, as applicable; (c) the subscribed C3 AI Software will perform materially in accordance with the applicable Documentation; and (d) the C3 AI Implementation Services and C3 CoE Support Services, as applicable, will be performed in a professional and workmanlike manner in conformance with generally accepted industry standards, and the C3 AI Support Services will be performed in material conformance with Exhibit C. For any breach of a warranty above, COUNTY's exclusive remedies are as follows: (i) Section 10.2(a) above, the update of the Technical Specification C3 001: C3 AI Platform, Application and Data Security to accurately reflect the applicable safeguards; (ii) Sections 10.2(b) and 10.2(c) above, the repair or replacement of the applicable functionality in the C3 AI Software; and (iii) Section 10.2(d), the re-performance of any substandard C3 AI Implementation Services, C3 AI CoE Support Services (if any), or C3 AI Support Services, reported to C3 AI within sixty (60) days of completion of the applicable service. The foregoing warranties are subject to COUNTY's implementation within no more than ninety (90) days of all updates and upgrades made available by C3 AI to COUNTY.

10.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY THE HOSTING SERVICES OR ANY THIRD PARTY HOSTING SERVICE PROVIDERS.

11. MUTUAL INDEMNIFICATION

11.1. **Indemnification by C3 AI.** C3 AI will defend COUNTY against any claim, demand, suit, or proceeding made or brought against COUNTY by an unaffiliated third party alleging that any C3 AI Software infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against COUNTY**"), and will indemnify COUNTY from any damages, attorney fees, and costs finally awarded against COUNTY as a result of a Claim Against COUNTY, provided COUNTY (a) promptly gives C3 AI written notice of the Claim Against COUNTY; (b) gives C3 AI sole control of the defense and settlement of the Claim Against COUNTY, except that C3 AI may not settle any Claim Against COUNTY unless it unconditionally releases COUNTY of all liability; and (c) gives C3 AI all reasonable assistance, at C3 AI's expense. The foregoing obligation shall not apply with respect to a Claim Against COUNTY if such claim arises out of (i) C3 AI's compliance with COUNTY's specifications; (ii) use of the C3 AI Software in combination with any software, hardware, network, data, or system not supplied by C3 AI; (iii) any modification or alteration of the C3 AI Software by other than by C3 AI; (iv) COUNTY continuing the allegedly infringing or misappropriating activity after being informed by C3 AI of modifications that would avoid the alleged infringement or misappropriation; or (v) use of the C3 AI Software other than in accordance with the terms and conditions of this Agreement. If C3 AI receives information about an infringement or misappropriation claim related to C3 AI Software, C3 AI may in C3 AI's discretion and at no cost to COUNTY (x) modify the C3 AI Software so that it is no longer claimed to infringe or misappropriate; (y) obtain a license for COUNTY's continued use of that C3 AI Software in accordance with this Agreement; or (z) terminate COUNTY's subscriptions for that C3 AI Software

and refund COUNTY any prepaid fees covering the remainder of the Subscription Term of the terminated subscriptions.

11.2. **Indemnification by COUNTY.** COUNTY will defend C3 AI against any claim, demand, suit, or proceeding made or brought against C3 AI by a third party alleging that any of COUNTY Materials or any Third Party Offering infringes or misappropriates such third party's Intellectual Property Rights, or arising from COUNTY's or Users' use of the C3 AI Software or COUNTY Data in violation of the Agreement, the C3 AI Documentation, or applicable law (each a "**Claim Against C3 AI**"), and COUNTY will indemnify C3 AI from any damages, attorney fees, and costs finally awarded against C3 AI as a result of a Claim Against C3 AI, provided C3 AI (a) promptly gives COUNTY written notice of the Claim Against C3 AI; (b) gives COUNTY sole control of the defense and settlement of the Claim Against C3 AI, except that COUNTY may not settle any Claim Against C3 AI unless it unconditionally releases C3 AI of all liability; and (c) gives COUNTY all reasonable assistance, at COUNTY's expense.

11.3. **Direct Damages.** The parties agree that the amounts payable under this Section 11 are considered direct damages under this Agreement.

11.4. **Exclusive Remedy.** Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 11.

12. **LIMITATION OF LIABILITY**

12.1. **Disclaimer.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR (A) LOST PROFITS, REVENUES, OPPORTUNITIES, OR GOODWILL; (B), INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES; (C) THE VALUE OF COUNTY DATA; (D) COUNTY'S USE OF THE COMPUTATIONAL RESULTS THAT COUNTY OBTAINS FROM ITS USE OF THE C3 AI SOFTWARE; OR (E) THE UNAVAILABILITY OF THE C3 AI SOFTWARE. THE FOREGOING DISCLAIMER (1) APPLIES WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE; (2) DOES NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12.2. **Liability Cap.** EXCLUDING C3 AI'S LIABILITY UNDER SECTION 11.1 (INDEMNIFICATION BY C3 AI), AND COUNTY'S LIABILITY UNDER SECTION 6 (FEES AND PAYMENT) AND SECTION 11.2 (INDEMNIFICATION BY COUNTY), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH ALL OF ITS AFFILIATES AND LICENSORS, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED 10X THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY COUNTY AND COUNTY'S AFFILIATES HEREUNDER FOR THE C3 AI SOFTWARE GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12.3. **Exception.** THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. NOTHING SET FORTH HEREIN LIMITS EITHER PARTY'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. **TERM AND TERMINATION**

13.1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired, discontinued, or have been terminated or the Agreement is otherwise terminated in accordance with its terms.

13.2. **Service Discontinuation.** The COUNTY may terminate any month-to-month subscriptions by providing 30

days advance written notice to C3 AI. Such termination will be effective as of the last day of the next full calendar month ("**Service Discontinuation Date**"). No refunds will be owed to the COUNTY for the balance of any prepaid fees, COE Resources, Implementation Services, or any subscriptions. All fees owed as of Service Discontinuation Date will be invoiced in accordance with Section 6 of this Agreement.

13.3. **Termination for Default.** A party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other party of a material breach by such other party, if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.4. **Refund or Payment upon Termination.** If this Agreement is terminated by COUNTY in accordance with Section 13.3 (Termination for Default), C3 AI will refund COUNTY any prepaid fees for the C3 AI Services that have not yet been provided as of the effective date of termination. If this Agreement is terminated by C3 AI in accordance with Section 13.3 (Termination for Default), COUNTY will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve COUNTY of COUNTY's obligation to pay any fees payable to C3 AI for the period prior to the effective date of termination.

13.5. **COUNTY Materials Portability and Deletion.** If the Deployment Environment is the C3 AI Hosting Services Account, then, upon request by COUNTY made within thirty (30) days after the effective date of termination or expiration of this Agreement, C3 AI will make COUNTY Materials available to COUNTY in the then current format in which it was stored. After such 30-day period, C3 AI will have no obligation to maintain or provide COUNTY any COUNTY Materials, and as provided in the C3 AI Documentation, C3 AI will thereafter delete or destroy all copies thereof in C3 AI's systems or otherwise in C3 AI's possession or control, unless legally prohibited.

13.6. **Effect of Termination or Service Discontinuation.** At the end of a Subscription Term that is not renewed or upon the discontinuation, expiration, or termination of this Agreement ("**Termination Date**"), COUNTY shall cease all use of the C3 AI Materials and shall permanently and irretrievably delete and destroy all copies of the C3 AI Materials. An authorized representative of COUNTY shall certify such cessation, deletion, and destruction to C3 AI in writing within fifteen (15) days of the Termination Date. If the Deployment Environment is other than the C3 AI Hosting Services Account, then after termination or expiration of the applicable Order Form and upon providing thirty (30) days' written notice to COUNTY, C3 AI may examine the Deployment Environment to ensure that all C3 AI Materials have been deleted. The sections titled Section 1 (Definitions), Section 3.3 (COUNTY's Responsibilities), Section 3.4 (Restrictions), Section 3.5 (Audit Rights), Section 3.7 (Runtime Reporting), Section 4 (Non-C3 AI Providers), Section 6 (Fees and Payment), Section 7 (Proprietary Rights), Section 8 (Confidentiality), Section 10.3 (Disclaimers), Section 11 (Mutual Indemnification), Section 12 (Limitation of Liability), Section 13.4 (Refund or Payment upon Termination), Section 13.5 (COUNTY Materials Portability and Deletion), Section 13.6 (Effect of Termination or Service Discontinuation), Section 14 (Governing Law and Jurisdiction; Notices) and Sections 15.4-15.11 (General Provisions) will survive any termination or expiration of this Agreement.

13.7. **Non-Appropriation.** Except with respect to the Pilot Phase Fee, which is due and payable immediately upon execution of this Agreement, the COUNTY's obligation for future payment under any Order Form pursuant to this Agreement for performance in future County fiscal years is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing, and such Order Form shall be deemed terminated to the extent it is unfunded.

14. **GOVERNING LAW AND JURISDICTION; NOTICES**

14.1. **Governing Law and Venue.**

14.1.1. If COUNTY is domiciled in a country outside the USA, this Agreement shall be governed and construed under the laws of New York, excluding the conflict of law rules. COUNTY and C3 AI

agree that any dispute or claim arising from this Agreement shall be submitted to International JAMS Arbitration and shall be finally settled under the International JAMS Arbitration Rules by one arbitrator appointed in accordance with said Rules. The place of arbitration shall be New York, New York. The arbitration shall be held, and the award shall be rendered, in English. Any arbitration award shall be enforceable pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

- 14.1.2. If COUNTY is domiciled in the United States, this Agreement shall be governed by and construed under the laws of the United States and the State of California, excluding its conflict of law rules. COUNTY and C3 AI hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Southern District of California, the Superior and Municipal Courts of the State of California, County of Riverside, in any litigation arising out of this Agreement.
- 14.1.3. Without limiting the foregoing, COUNTY acknowledges and agrees that any unauthorized use of C3 AI's Confidential Information or C3 AI Materials will cause immediate and irreparable injury to C3 AI and therefore money damages would be incalculable and insufficient, and C3 AI will be entitled, in addition to any other available remedies at law or in equity, to seek equitable relief, including immediate injunctive relief or specific performance or both, without bond and without necessity of showing actual monetary damages, with any competent court or enforcement agencies, including those in the United States and/or in the country in which COUNTY is domiciled. The prevailing party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' fees and costs from the other party.
- 14.1.4. COUNTY and C3 AI agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transactions Act are specifically excluded from application to this Agreement.

14.2. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing by registered mail with return receipt requested, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to COUNTY will be addressed to the relevant billing contact designated by COUNTY. All other notices to COUNTY will be addressed to the relevant C3 AI Services system administrator designated by COUNTY. Email notices to C3 AI will be emailed to C3legal@C3.ai.

15. GENERAL PROVISIONS

15.1. **Export Compliance.** The C3 AI Software, other technology C3 AI makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. COUNTY shall not and shall not permit Users to access or use any C3 AI Software in a U.S. embargoed country (e.g., Cuba, Iran, North Korea, Syria or Crimea) or in violation of any export law or regulation of the United States or of any other applicable jurisdiction. COUNTY will not provide to C3 AI, absent prior written notice, any data or other item that requires C3 AI to seek an export license or authorization from any United States agencies having jurisdiction.

15.2. **Anti-Corruption.** COUNTY agrees that COUNTY has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of C3 AI's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If COUNTY learns of any violation of the above restriction, COUNTY will use reasonable efforts to promptly notify C3 AI's Legal Department at C3legal@C3.ai.

15.3. **High risk applications.** C3 AI Materials are not intended for use in the operation of nuclear facilities, aircraft

navigation or communication systems, air traffic control systems, life support machines, or other equipment in which the failure thereof could lead to death, personal injury, or severe physical or environmental damage. Any product warranties for the C3 AI Materials under this Agreement shall exclude the applications and devices set forth in this Section. COUNTY agrees that the C3 AI Materials shall not be used in applications where failure could threaten injury or life. C3 AI disclaims any and all liability arising out of, or related to, any such use of the C3 AI Materials.

15.4. **Federal Government End Use Provisions.** The C3 AI Materials are "commercial items" as that term is defined at FAR 2.101. If COUNTY is an Executive Agency (as defined in FAR 2.101) of the U.S. Federal Government ("Government"), C3 AI provides the C3 AI Materials, including any related technical data and/or professional services in accordance with the following: If a right to access the C3 AI Materials is procured by or on behalf of any Executive Agency (other than an Executive Agency within the Department of Defense ("DoD")), the Government is granted, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to C3 AI's customers as such rights are described in this Agreement. If a right to access the C3 AI Materials is procured by or on behalf of any Executive Agency within the DoD, the Government is granted, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software that are customarily provided to C3 AI's customers as such rights are described in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data provided by C3 AI to an Executive Agency within the DoD. Except as expressly permitted under this Agreement, no other rights or licenses are granted to the Government. Any rights requested by the Government and not granted under this Agreement must be separately agreed in writing with C3 AI. This Section 15.4 of the Agreement is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data.

15.5. **Entire Agreement and Order of Precedence.** This Agreement constitutes the entire agreement between COUNTY and C3 AI regarding the C3 AI Software and C3 AI Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in COUNTY's purchase order or in any other of COUNTY's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the Specific Terms, and (3) the Master Agreement.

15.6. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, change of control or similar such transaction, or sale of all or substantially all of its assets related to this Agreement. Any assignment in violation of the terms of this Section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.7. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

15.8. **Third-Party Beneficiaries; Affiliates.** There are no third-party beneficiaries under this Agreement. COUNTY's Affiliates may order C3 AI Software or C3 AI Services subject to the terms of this Agreement by entering into Order Forms. COUNTY is responsible for COUNTY's Affiliates compliance with the terms and conditions of this Agreement.

15.9. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary

to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

15.11. **Publicity; Non-Disparagement.** C3 AI may use COUNTY's name in any listing of customers of C3 AI and may reference COUNTY and the nature of the C3 AI Software or C3 AI Services provided hereunder in C3 AI business development and marketing efforts, including without limitation its web site. COUNTY agrees to allow C3 AI to issue a press release upon execution of this Agreement provided COUNTY has approved such press release in writing and in advance, such approval not to be unreasonably withheld. COUNTY agrees, and shall cause its Affiliates, not to disparage C3 AI or its officers, directors, employees, equity holders, agents, or Affiliates (including its Affiliates' officers, directors, employees or agents) in any manner, or to otherwise communicate about any of them in any manner that is reasonably likely to be harmful to any of them or their businesses, or to their personal or business reputation, including without limitation by attributed or non-attributed (e.g., anonymous) statements posted on any website or other forum; provided that COUNTY may respond accurately and fully to any question, inquiry, or request for information when required by applicable law.

Exhibit A
Restricted Parties

1. GE Digital
2. Palantir
3. SAP
4. Bosch
5. Accenture
6. Uptake
7. PTC
8. Siemens

Exhibit B
Service Level Agreement

1. C3 AI SOFTWARE AVAILABILITY PROVISIONS

COUNTY shall have the right to the availability provisions set forth herein for the C3 AI Software. C3 AI's obligations set forth in this C3 AI Service Level Agreement are subject to COUNTY's implementation within ninety (90) days of all updates and upgrades to C3 AI Software that C3 AI makes available to COUNTY or generally.

This C3 AI Service Level Agreement is only applicable to C3 AI Software deployments in (A) the C3 AI Hosting Services account or (B) COUNTY's Hosting Services account. C3 AI's obligations under this Service Level Agreement are contingent upon COUNTY's compliance with the applicable Operational Control.

2. DEFINITION OF AVAILABILITY

"Availability" or **"Available"** means COUNTY is able to access the C3 AI Software in the Deployment Environment.

"Downtime" means any sustained period of time during which the C3 AI Software is not Available, with the following exceptions (**"Downtime Exceptions"**):

- i. Scheduled maintenance. C3 will use commercially reasonable efforts to notify COUNTY at least seventy-two (72) hours in advance whenever it is anticipated that scheduled maintenance will have a material impact on the service provided, except where C3 AI deems it to be an emergency. C3 AI will use reasonable efforts to (a) limit the number of hours of scheduled maintenance each month and (b) schedule maintenance within a non-peak usage timeline. However, C3 AI reserves the right to schedule maintenance as necessary;
- ii. Emergency maintenance, for which C3 AI will use commercially reasonable efforts to provide twenty-four (24) hours' notice to COUNTY. However, C3 AI reserves the right to perform emergency maintenance as necessary;
- iii. Any period in which COUNTY is unable to use the C3 AI Software due to COUNTY's misconduct or misuse;
- iv. To the extent arising out of a failure or malfunction resulting from scripts, data, applications, algorithms, equipment, or services provided and/or performed by COUNTY;
- v. To the extent arising out of outages initiated by C3 AI or its third-party provider at the request or direction of COUNTY for maintenance, back up, or other purposes;
- vi. To the extent arising out of outages occurring as a result of any actions or omissions taken by C3 AI or its third-party providers at the request or direction of COUNTY;
- vii. To the extent arising out of outages resulting from COUNTY's equipment and/or third-party equipment not within the control of C3 AI;
- viii. To the extent arising out of any unavailability of the C3 AI Software due to circumstances reasonably believed by C3 AI or its third-party providers posing: (a) a threat to the normal operation of the C3 AI Software or the Deployment Environment; or (b) indicating possible unauthorized access to or breach of the integrity of COUNTY's Data (e.g., a hacker or a virus attack);
- ix. To the extent arising out of outages due to system administration (including configuration, operation and maintenance of the Deployment Environment), commands, or file transfers performed by COUNTY (or its third-party vendors);
- x. To the extent arising out of lack of availability or untimely response time of COUNTY to respond to incidents that require COUNTY's participation for source identification and/or resolution, including meeting COUNTY's responsibilities for any services; or
- xi. To the extent arising out of a Force Majeure Event. **"Force Majeure Event"** means any material event or circumstance, or combination of material events or circumstances, that (a) arises after the Effective Date;

(b) is beyond the commercially reasonable control of C3 AI; (c) is not the result of the negligence of, or caused by C3 AI; and (d) is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence of C3, including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, declared health emergency, strike or other labor problem, but does not include (w) nonperformance by C3 AI's suppliers, except for non-performance caused by a Force Majeure Event; (x) any delay preventable by C3 AI by moving the affected services to an alternate facility; (y) changes in cost or availability of services; and (z) changes in market conditions.

3. C3 AI SOFTWARE AVAILABILITY

The "C3 AI Software Availability Level" is the sum of the number of hours during a particular period that the C3 AI Software was Available to COUNTY and the number of hours during a particular period where COUNTY was unable to access the C3 AI Software due to Downtime Exceptions, divided by the total number of hours during such period, as measured at the end of such period. The "Target Availability Level" for the C3 AI Software in any contract year under the Agreement is 99.5%.

4. SERVICE LEVEL CREDIT

If a Downtime event occurs and (x) within seventy-two (72) hours of such Downtime event, COUNTY logs a service request providing detail regarding the Downtime event and requesting a Credit (as defined below), and (y) the C3 AI Software Availability Level is below the Target Availability Level as measured for the applicable contract year, C3 AI will issue to COUNTY a Credit calculated as set forth in this Section. A "Credit" will be equal to \$1,000 for each single Downtime event with duration greater than or equal to fifteen (15) consecutive minutes and shorter than or equal to one (1) hour. If a Downtime event continues for longer than one (1) hour, COUNTY will be entitled to one (1) Credit for each additional consecutive hour of such Downtime event, up to the Maximum Credits. The "Maximum Credits" shall be a total of twenty-five (25) Credits per C3 AI Software in any contract year. COUNTY will not be eligible to receive multiple Credits for the same service request, for multiple service requests across different C3 AI Software offerings that arise from the same outage, or as a result of multiple service failures or outages occurring during the same period of time.

C3 AI shall keep track of the number of Credits accrued by COUNTY for the C3 AI Software during the applicable contract year. Within ten (10) days after the end of each contract year during the term of the Agreement, C3 AI shall notify COUNTY of the aggregate number of Credits accrued during the immediately preceding contract year for each C3 AI Software offering, and C3 AI shall apply such Credits towards the subscription fees owed to C3 AI for the respective C3 AI Software offering for the next contract year. Credits can be applied by COUNTY only towards subscription fees owed C3 AI on a prospective basis, limited to the subscription fees due in the immediately succeeding invoice(s). All Credits must be applied within twelve (12) months of issuance, after which they shall expire, with no right to roll over Credits to subsequent periods.

For clarity, if C3 AI meets or exceeds the Target Availability Level for a C3 AI Software offering in a calendar year, COUNTY shall have no right to obtain Credit(s) for that C3 AI Software offering in the applicable contract year. The remedies set forth in this C3 AI Service Level Agreement shall be COUNTY's sole and exclusive remedy and C3 AI's sole liability for breach of availability obligations related to C3 AI Software.

Exhibit C
C3 AI Support Services

Provided that COUNTY remains current in its payment obligations to C3 AI, C3 AI will provide C3 AI Support Services relating to the access and operation of the Subscribed C3 AI Materials as set forth in the table and notes below. To receive such support, COUNTY must report technical issues in sufficient detail and in a timely manner to C3 AI's designated support contact(s) by logging a ticket in Zendesk ("**Report**") and provide assistance as requested by C3 AI to diagnose and resolve such issues. Support for COUNTY Applications will be provided by the CoE, if applicable. C3 AI's obligations to provide support are subject to COUNTY's implementation within no more than ninety (90) days of all updates and upgrades that C3 AI makes available to COUNTY or generally.

Support Category	Provision
Case Limit	No Limit
Response Time	Response Time is measured from receipt of the Report. See Response Time Matrix ¹
On-line Self Service Portal	Included
Support Hours	9 hours per day; 5 days per week ²

Note 1: Response Time Matrix

Severity Level	Severity Definition	Examples	Response Time
P1	Severe Business Impact	<ul style="list-style-type: none"> • Production system down or not accessible • Data loss/corruption • Repeated service interruptions • Severe performance degradation impacting business 	60 minutes
P2	Significant Loss of Functionality	<ul style="list-style-type: none"> • Critical previously available functionality missing without workarounds but system is otherwise up • Intermittent service interruptions • Noticeable but tolerable performance degradation 	8 hours
P3	Minor Impact	<ul style="list-style-type: none"> • Some functionality not working as expected but there are workarounds available • How-to or usage questions 	1 business day
P4	No Operational Impact	<ul style="list-style-type: none"> • Enhancement requests • General questions 	3 business days

Note 2. Support Hours

Support hours for P1 are 24/7 (excluding holidays). Support hours for P2 and P3 are from 9 a.m. to 6 p.m. Pacific Standard Time excluding weekends and company holidays. C3 AI will use reasonable efforts to meet the "response time" goals set forth in the table above, based upon the aforementioned hours of operation.

SCHEDULE A

Assessor-County Clerk-Recorder

Budget

Fiscal Year 2023/2024

The Assessor-County Clerk-Recorder is requesting a budget to be established for the American Rescue Plan Act (ARPA).

Increase estimated revenues:

763520-21735-1200100000	Federal – ARP Act	\$2,500,000
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Increase appropriations:

523840-21735-1200100000	Computer Equipment-Software	\$2,500,000
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