

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



ITEM: 3.6
(ID # 27611)

MEETING DATE:
Tuesday, April 15, 2025

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approval of Order Form - C3 AI Document IQ to the Agreement with C3.AI, Inc., a Delaware Corporation, for an additional \$3,500,000 for Artificial Intelligence and Machine Learning (AI/ML) augmented recording solution for a new contract total amount not to exceed \$13,875,000, without seeking competitive bids, to provide the Clerk Recorder services through June 30, 2030; All Districts. [Total Contract Cost - \$13,875,000; additional compensation not to exceed total aggregate amount of \$1,387,500; (\$6,850,000 – American Rescue Act (ARPA) Corona Virus Relief Fund; \$7,025,000 Department Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Order Form - C3 AI Document IQ to the Agreement with C3.AI, Inc., a Delaware Corporation, for an additional \$3,500,000 for Artificial Intelligence and Machine Learning (AI/ML) augmented recording solution for a new contract total amount not to exceed \$13,875,000, without seeking competitive bids, to provide the Clerk Recorder services through June 30, 2030;

Continued on Page 2


ACTION:4/5 Vote Required


Lisa Anderson, ASST ASSESSOR/CLERK/RECORDER 4/9/2025

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: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 15, 2025
xc: Accessor

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the Agreement including modifications to the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the total aggregate amount of \$1,387,500 through June 30, 2030;
3. Authorize the Purchasing Agent to issue Purchase Orders to C3.AI, Inc. for required goods/services that do not exceed the BOS approved total amount; and
4. Authorize the Chair of the Board to sign three (3) copies of the documents on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) 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	\$ 1,500,000	\$2,050,000	\$ 13,875,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: \$6,850,000 – American Rescue Act (ARPA) Corona Virus Relief Fund; \$7,025,000 Department Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24-29/30	

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

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:

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

- 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 costs and time.
- Extensibility: The platform enables customers to expand the use cases and conduct proof of concepts for other business cases and/or develop AI/ML-powered solutions offerings that can further augment end-to-end processing of various work within the department as it pertains to recording operations. For instance, currently ACR's Valuation units are utilizing the C3.AI's platform and solutions to augment the Direct Enrollment processing. By incorporating the recording processing onto the platform, it will greatly increase the integration and efficiencies from recording to valuation within a single platform.

C3.AI has recently developed a software-as-a-service solution based on an AI/ML platform. This solution enhances document recording and fee calculation processes, significantly increasing productivity and efficiency within the department. It improves staff productivity by providing streamlined, human-in-the-loop compliance checks and identifying discrepancies in fee payments, which reduces the time required for manual tasks in the recording process. Additionally, the solution is built on a platform that empowers the organization to become self-sufficient in configuring, customizing, deploying, and enhancing the solution as needed.

Impact on Residents and Businesses

There is no negative impact on residents and businesses within the County of Riverside.

AI-powered document recognition, compliance validation, and automated indexing will reduce the need for manual word-by-word review for compliance and data entry, speeding up the recording process and minimizing human errors.

Staff can process a higher volume of recorded documents in less time, reducing backlogs and improving service delivery to the public while allowing the staff to monitor and ensure AI/ML's performance to ensure human-in-the-loop assurance of the technology's performance.

AI-driven validation ensures that recorded documents meet legal requirements, reducing the risk of errors, rework, and potential legal challenges. The solution will identify any discrepancies in detailed and user-friendly interfaces for staff review and to take appropriate action.

Additional Fiscal Information

Projected Implementation, Licensing and Operational Cost of AI/ML-based Application.

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27				Total

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

					FY 27/28	FY 28/29	FY 29/30	
Original SSJ and Amended SSJ No. 1								
One-Time Cost								
C3.AI Advisory & Support FTW Cost – Application Deployment/Implementation	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000			\$2,000,000
Ongoing Costs:								
C3.AI Platform & Application Licensing	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000			\$4,375,000
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
Previous SSJ Approved Amounts:								
Application Pilot/Proof-of-Concept (FY22/23) - \$49,300								
Original and Amended SSJ No. 1 Total Cost	\$4,375,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000			\$10,375,000
New Services (Amended SSJ No. 2)								
Ongoing Cost								
Clerk Recorder: C3 AI Document IQ			Included	Included	Included	Included	Included	
Clerk Recorder: Fixed C3 AI Runtime Scope: Up to 150,000 mail-in documents per year across 20 document types			\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Clerk Recorder Fixed C3 AI Runtime Scope: Up to 300,000 additional documents per year (including mail-in and electronic)				\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
Center of Excellence (COE) FTE			\$200,000	\$262,500	\$262,500	\$262,500	\$262,500	\$1,250,000
C3 AI Value Assessment			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Amended SSJ No. 2 Total Cost			\$550,000	\$737,500	\$737,500	\$737,500	\$737,500	\$3,500,000
New Total Contract Amount	\$4,375,000	\$1,500,000	\$2,050,000	\$2,237,500	\$2,237,500	\$737,500	\$737,500	\$13,875,000
<i>Aggregate Contingency Fund: 10% Total New Contract Amount</i>								\$1,387,500

Previously, the Assessor-Clerk-Recorder was awarded Federal ARPA funding totaling \$6,850,000 for 2023, 2024, and 2025 for prior valuation projects with C3.AI, supplemented by \$3,525,000 from Assessor departmental funds. The Clerk-Recorder's Office will fully fund the \$3,500,000 contract for Document IQ using Clerk-Recorder funding, with no impact to the County General Fund.

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

The initial proposal for the recording solution was quoted at \$4.7 million over five (5) years. C3.AI discounted the quote by \$1.2 million to \$3.5 million for five (5) years.

By standardizing on one AI/ML platform across Assessor and Recorder, the ACR avoids the additional procurement, system integration, and IT support costs that would arise from using multiple vendors.

Contract History and Price Reasonableness

On July 18, 2023, the Board approved Item 3.7, allowing the Assessor-County Clerk-Recorder (ACR) the ARPA funds to subsidize a Technology Infrastructure project leveraging platform-based software-as-a-solution. The ACR entered into a purchase agreement in July 2023 for an algorithm-driven solution for residential valuation.

On April 30, 2024, the Board approved Item 3.14, approving the Commercial Order Form to allow the ACR to add a platform-based software-as-a-service solution to augment and streamline the processing of valuing commercial properties in Riverside County.

With the projected recording volumes over the next five years, the C3.AI Recording Solution will allow the ACR to manage an estimated 36% of the attrition anticipated in the Examining and Indexing units during this period. This will position the department to achieve measurable efficiency gains by leveraging technology to offset staff losses due to resignations and retirements. Additionally, as recording volumes are expected to grow, the solution will enable the department to accommodate this growth with only a minimal increase in staffing. By addressing both scenarios, the department can achieve a return on investment and realize cost savings.

The original proposed contract price from C3.AI for Document IQ was \$4,700,000 over five years. However, following extensive executive-level negotiations, the ACR secured a substantial discount of \$1,200,000. The resulting contract price of \$3,500,000 reflects significant cost savings and represents a reasonable and beneficial agreement for the ACR, given the advanced capabilities and anticipated operational efficiencies provided by Document IQ.

ATTACHMENTS:

- Amended SSJ Approval # 24-009B
- Riverside County C3 Document IQ SSJ Justification Letter
- Order Form – C3 AI Document IQ
- C3.AI Master Agreement (2023)


Melissa Curtis, Deputy Director of Purchasing and Fleet 4/9/2025


Aaron Gettis, Chief of Deputy County Counsel 4/10/2025

ORDER FORM – C3 AI DOCUMENT IQ

THIS ORDER FORM for the C3 AI Document IQ application (this “**Order Form**”) is made and entered into as of the date of the last signature below (“**Effective Date**”) between the **County of Riverside, a political subdivision of the State of California, on behalf of its Assessor-Clerk-Recorder (“County”)** and **C3.ai, Inc. (“C3 AI”)**. This Order Form is subject to the terms of the **Master Agreement** between C3 AI and County, effective December 15, 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

- A. C3 AI Subscription Term: A five (5) year C3 AI Document IQ application Subscription (“**Subscription Term**”) beginning on the Effective Date.
- B. Deployment Infrastructure: C3 AI hosting services account.

2. Fees

TABLE 1 – C3 AI Subscription Fees¹

C3 AI Services ¹	Year 1	Year 2	Year 3	Year 4	Year 5
C3 AI Document IQ	Included	Included	Included	Included	Included
Fixed C3 AI Runtime Scope: Up to 150,000 mail-in documents per year across 20 document types	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
COE FTE Fees 2 FTEs in Year 1	\$1,000,000				
C3 AI Value Assessment	\$500,000				
State & Local Prototype	Included				
Total Fees (5 years for mail-in)	\$2,750,000				
Option 1: Additional Scope					
COE Implementation Fee (one-time)		\$250,000			
Fixed C3 AI Runtime Scope: Up to 300,000 additional documents per year (including mail-in and electronic)		\$125,000	\$125,000	\$125,000	\$125,000
Total Fees (for mail-in and electronic)	\$3,500,000				

¹ Includes Hosting Fees up to the aggregate maximum allocated in the C3 AI-Riverside Agreement executed on July 18th, 2023. Hosting fees incurred by C3 AI in excess of the Hosting Fees Cap will be invoiced to Riverside at cost.

2. Fees and Payment Terms

A. C3 AI Subscription Fee

i. Subscriptions:

a. Subject to Customer executing this Order Form no later than April 18, 2025, the total fee for the 5-year C3 AI Document IQ application subscription is \$2,750,000 (the “**Subscription Fee**”) which is an irrevocable, nonrefundable commitment on the Effective Date.

- 1) Runtime. Up to 150,000 mail-in documents per year across 20 document types. Additional documents will be charged at \$500 per 1,000 documents. Any unused annual document

cap will roll over for the duration of the contract.

b. Customer may elect to expand the scope of the subscription, as provided Table 1 (“Option 1”) upon written notice to C3Legal@c3.ai before the end of Year 1. The fees for Option 1 are an irrevocable, nonrefundable commitment on the date of election.

1) Runtime. Up to 300,000 additional mail-in and electronic documents (for an aggregate of 450,000 documents) per year across 20 document types. Additional documents will be charged at \$500 per 1,000 documents. Any unused annual document cap will roll over for the duration of the contract.

ii. The Subscription also includes:

a. Center of Excellence (“COE”). Defined in Exhibit A.

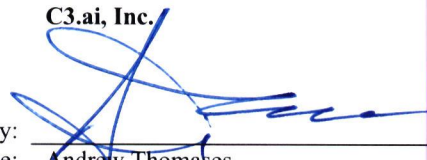
b. C3 AI Strategy and Value Assessment. Defined in Exhibit B.

c. State and Local Prototype. Defined in Exhibit C.


B. Invoicing and Payment. Total Fees will be invoiced according to the schedule in Exhibit D, Table 4:

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

C3.ai, Inc.

By: 
Name: Andrew Thomases
Title: General Counsel
Date: 9 April 2025

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

By: 
Name: V. MANUEL PEREZ
Title: CHAIR, BOARD OF SUPERVISORS
Date: APR 15 2025

Address
for Notice: General Counsel

1400 Seaport Boulevard

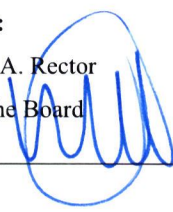
Redwood City, CA 94063
USA
Email: C3Legal@C3.ai

Address
for Notice: _____

USA
Email: _____

ATTEST:

Kimberly A. Rector
Clerk of the Board

BY: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Ryan D. Yabko
Deputy County Counsel

Exhibit A – CoE Scope

The proposed deployment of the C3 AI Document IQ (“**Riverside CoE**”) comprising Riverside County personnel and C3 AI FTEs with solution architecture, data integration, data science, and application development expertise.

As part of this effort, C3 AI will perform the following activities:

- i. C3 AI Document IQ Application, deployed on the C3 AI Platform, in C3 AI’s cloud environment, set up in compliance with the C3 AI Installation Guide, available at <https://c3.ai/legal>.
- ii. Onboard up to fifty (50) users from Riverside ACR.
- iii. Retrain and deploy up to one (1) machine learning (ML) models to provide recommendations to approve or deny up to twenty (20) document types (up from 6 in the current Pilot), based on ACR’s In-Scope Data, limited to mail-in documentation.
- iv. Configure and deploy up to one (1) rules-based model for fee calculation.
- v. Configure up to four (4) user interface screens of the C3 AI Document IQ Application.
- vi. Establish APIs for bi-directional integration with the County’s Tyler Recorder system.

Table 2: In-Scope Data

Type of Data (System Name)	Description and example fields	Expected Connection Type/Data Format
Document Storage (County’s Recording Management System)	Deeds of Trust, Deeds, Reconveyance, UCC, Substitution of Trustee, Assignment of Deed of Trust, and 14 additional common document types to be processed in the C3 AI Application. Limited to mail-in documentation.	DOC/PDF
Document Compliance Guidebooks and Manuals (California Recorder’s Document Referencing and Indexing Manual)	A consolidated set rules and procedures to be applied to all 20 in-scope document types.	DOC/PDF

Required Resourcing

Table 3: 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
Riverside ACR	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

Exhibit B – AI Strategy and Value Assessment

AI-led digital transformation can add significant value to enterprises. AI technologies and business environments are constantly evolving, so the strategy should be flexible and iterative. This project is intended to foster a culture of continuous learning and adaptation within the organization.

Key deliverables in this project:

- i. A business overview: Outlines the organization's core goals, market position and strategic priorities. The strategy should then incorporate AI-led digital transformation, focusing on how AI technologies can streamline operations, enhance customer experiences, and foster innovation. This phase requires understanding which business processes can be optimized or reinvented through AI.
- ii. Identifying and prioritizing AI use cases: This involves mapping out various potential AI applications and assessing them based on their potential impact, feasibility, and alignment with business objectives. Use cases should be evaluated for their ability to drive revenue, reduce costs, or improve operational efficiency.
- iii. An outside-in value assessment: Providing an external perspective on the potential benefits of AI. This assessment considers market trends, organizational readiness, use case prioritization framework. It involves gathering insights from industry reports, customer feedback, and competitor analysis to validate and refine the AI use cases.
- iv. An overall AI roadmap: This roadmap should detail the phased implementation of AI initiatives, including short-term quick wins and long-term strategic goals. It outlines key milestones, timelines, resource allocation, governance structure, and success metrics to track progress and measure the impact of AI projects.

Regular reviews and updates are encouraged to ensure the AI strategy remains aligned with business objectives and can respond to emerging opportunities or threats. By taking this structured approach, organizations can effectively leverage AI to drive digital transformation and achieve sustainable competitive advantage.

Exhibit C – Prototype

C3 AI will also develop a prototype application for prototype purposes. Riverside County can demonstrate the prototype application to other government agencies to help showcase the County's leadership in enterprise AI. Riverside County will receive a perpetual license for one (1) of the following C3 AI applications, configured with the County's data, such as:

- i. C3 Generative AI: a state-of-the-art Generative AI-powered chatbot that enables users to efficiently search and retrieve accurate information from Riverside County's websites and board documents. The chatbot provides fast and precise answers to any question, with source citations, in 134 different languages.
- ii. C3 AI Redaction: an AI-powered application that automates the redaction of sensitive and confidential information, according to Riverside County's specific guidelines and laws, significantly reducing the time needed to respond to public records requests.
- iii. C3 AI Document IQ: an AI-powered application that automates the processing of government forms and records. The application extracts key information, calculates compliance, and provides recommendation to approve or reject documents, with minimal human intervention.
- iv. The Prototype version of the selected application, using prototype data.
- v. Prototype data will be pre-loaded into the Prototype Application.
- vi. Prototype Application documentation ("**Documentation**") will include:
 - a. Software installation and operating instructions.
 - b. A 3-5 minute video of the Prototype Application suitable for training purposes.
 - c. A capability presentation deck to accompany the prototype software.

All materials, in any format, published or provided by Licensor that describe or relate to the functional, operational, or performance capabilities of the Prototype Application, including user, operator, technical, and support manuals.

The Prototype License is subject to:

- i. Limited Use. As used herein, Customer's "authorized business purposes" shall mean the purpose of internal and customer-facing prototype, evaluation, and education on the use of the Prototype Application, including presentation in connection with the Parties' sales and marketing efforts under the Alliance Agreement, by and between the Parties, effective on or about the date hereof, and training of Partner resources.
- ii. License to Prototype Application Presentation Materials. Licensor shall grant to Customer and its affiliates a worldwide, paid-up, royalty-free, perpetual (revocable only for breach of this License), nonexclusive license to copy and use the Prototype Software Documentation, for Customer's authorized business purposes.
- iii. Indemnity. Licensor will defend Customer against any claim brought against Customer by a third party alleging that the Prototype Application, when used as authorized under this DLA, infringes any third-party patent, copyright or trademark, or misappropriates any third-party trade secret enforceable in any jurisdiction, and will indemnify Customer and hold harmless against any damages and costs finally awarded on the claim by a court of competent jurisdiction or agreed to via settlement.
- iv. License to Prototype Application. Licensor grants Customer and its affiliates a worldwide, paid-up, royalty-free, perpetual (revocable only for breach of this DLA), nonexclusive, nontransferable, non-sublicensable license to use the Prototype Application software for the authorized business purposes.

- v. Restrictions on Software Use. Customer will not, nor permit third parties to:
 - a. export the Prototype Application in violation of U.S. laws or regulations;
 - b. disassemble, decompile, or otherwise reverse engineer the Prototype Application;
 - c. make the Prototype Application available to anyone other than Customer or its affiliates and their internal users, or use the Prototype Application for the benefit of anyone other than Customer, provided however that Customer's authorized business purposes include customer prototypes to promote Customer's services;

- vi. AS-IS, NO WARRANTY. The Prototype Application is licensed AS-IS, without any warranties, and only for the specific purposes set out herein. All warranties, express or implied, are hereby disclaimed.

Exhibit D – Invoicing and Payment

TABLE 4

C3 AI Services	Year 1	Year 2	Year 3	Year 4	Year 5
C3 AI Document IQ	Included	Included	Included	Included	Included
- Fixed C3 AI Runtime: Mail In	\$250,000	250,000	250,000	250,000	250,000
- Fixed C3 AI Runtime: Electronic	-	125,000	125,000	125,000	125,000
Center of Excellence (COE) FTE Fees	200,000	262,500	262,500	262,500	262,500
C3 AI Value Assessment	100,000	100,000	100,000	100,000	100,000
Total	550,000	737,500	737,500	737,500	737,500

Table 4 represents the invoicing and payment for the Subscription Fees in Table 1 including the optional scope. Year 1 invoice will be issued on the Effective Date and then annually at the beginning of each year for Years 2 - 5.

If Customer does not elect Option 1 set forth in Section 2, Table 1 prior to the end of Year 1 then the subscription (up to 150,000 documents) will be invoiced as follows: (i) \$550,000 on the Effective Date (ii) \$550,000 at the beginning of Year 2, (iii) \$550,000 at the beginning of Year 3 (iv) \$550,000 at the beginning of Year 4 and (v) \$550,000 at the beginning of Year 5.



C3 AI Document IQ: Overview of Unique Features

C3 AI Document IQ represents the first and only production-ready, out-of-the-box California Recorder intelligent measurement and recommendation system. C3 AI Document IQ leverages AI/ML trained on over 1,000 pages of guidebooks and manuals including the California Notary Public Handbook and the Recorder's Document Reference and Indexing Manual published by the County Recorder's Association of California.

In addition to written training materials, C3 AI hosted dozens of feedback and testing sessions with career Recording professionals to improve the application performance and user experience.

C3 AI Document IQ is an enterprise-grade software application which leverages and offers all the benefits of the patented C3 AI Platform. Specific unique features of C3 AI Document IQ include:

- It is the only application that uses multi-modal, multi-step agentic planning and reasoning workflows to provide California recordings recommendations. C3 AI has received US patent *12111859 B2: Enterprise Generative Artificial Intelligence Infrastructure* for this capability, which powers the C3 AI Document IQ application. See patent here: [LINK](#)
- It is the only application that utilizes secure large language models to ingest, process, and generate new rules from complex, unstructured organizational training materials.
- It is the only application with existing AI/ML training content specific to the County Recorder's Association of California.
- It is the only application with proven recommendation accuracy against the most common Recordings documentation including Deeds, Reconveyance, Deed of Trust, Substitution of Trustee, UCC, and Assignment of Deed of Trusts.
- It is the only application which offers AI/ML evidence packages and explainability for recording recommendations across standard professional categories such as recording, fees, quality, and indexing.
- It is the only application providing both aggregate executive dashboards and individual Recordings AI/ML detail pages for maximum adoption and insights across a range of personas.
- It is the only application designed for human-in-the-loop feedback of the AI/ML recommendations and visibility of the source documentation, especially for legibility comparison and decision-making.



- It is the only application that allows for business rule configurations, which enable the continuous review and improvement of AI/ML algorithms and application performance
- It is the only application built on a comprehensive end-to-end AI/ML platform (i.e., the C3 AI Platform), with pre-integrated componentry for AI/ML application development, deployment, and operations

C3 AI Document IQ represents these existing unique capabilities and more. The commitment of C3 AI professionals ensures all production engagements include consistent application feature development, feedback collection, fixes, and upgrades.

C3 AI Document IQ: Patent Protection

As a leader in enterprise artificial intelligence and machine learning (AI/ML), 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 and machine learning to streamline business workflows that involve a high degree of labor, data review and analysis, and a large volume of communications.

C3 AI's unique platform approach includes the following distinct capabilities:

- **Pre-built, end-to-end, AI/ML platform:** comprehensive platform-as-a-service approach with pre-integrated componentry for AI/ML application development, deployment, and operations
- **Multi-cloud capability:** The software layer of the solution can be hosted and deployed in any cloud environment, including AWS, Azure, or Google Cloud
- **Customer self-sufficiency:** The platform allows customers to configure, enhance, and maintain the application deployed on the platform without incurring additional development cost or time
- **Extensibility:** The platform enables customers to expand use cases and conduct proof of concepts for other business cases or develop AI/ML-powered solutions offerings, such as an AI/ML-powered Evidence Management application or Policy Searching application

The C3 AI Platform and C3 AI Document IQ solution is protected by 27 awarded patents and over 95 pending patents recognized by the United States Patent and Trademark Office. Several relevant patents preventing the replication of our C3 AI Document IQ solution include:

- US 12111859 B2: Enterprise Generative Artificial Intelligence Infrastructure
- US 18/185,210: Intelligent Data Processing System with Metadata Generation
- US 17/698,934: Intelligent Data Processing System with Multi-Interface Frontend and Backend
- US 18/185,186: Machine Learning Pipeline Generation and Management
- US 17/699,025: Metadata-Driven Feature Store for Machine Learning Systems
- US 17/705,094: Systems and Methods for Processing Different Data Types
- US 17/171,996: Systems and Methods for Automated Parsing of Schematics

In 2021, C3 AI announced the award of a broad-ranging omnibus patent for the company's end-to-end enterprise AI solution, further solidifying the company's position as a leading enterprise AI software





provider for accelerating digital transformation, as well as strengthening C3 AI's intellectual property and competitive advantage.

The issued U.S. patent (No. 10,817,530) was granted for "Systems, Methods, and Devices for an enterprise AI application development platform." The patent encompasses not only advanced data processing and AI application development, but also the extensive array of techniques necessary to build and end-to-end enterprise AI platform, including C3 AI's unique model-driven architecture.

**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@asrclrec.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.



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
P.O. Box 751
Riverside, CA 92502-0751
(951) 955-6200

Website: www.riversideacr.com
Portal: www.riversidetaxinfo.com

SSJ No.: 24-009A

Amendment No.: 2

Date: Wednesday, April 9, 2025

From: Peter Aldana, Assessor County-Clerk Recorder

To: Board of Supervisors

Via: Lisa Anderson, Assistant Assessor County-Clerk Recorder

Subject: Request for Artificial Intelligence and Machine Learning (AI/ML) augmented recording solution.

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
- Final Form 11 H-11 approved by RCIT/TSOC Grant Agreement
- Other: Order Form - C3 AI Document IQ application
(i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. **Supplier Name:** C3.AI **Supplier ID:** 0000257015

2. **Reason or Justification for the Amendment:**

C3.AI has recently developed a software-as-a-service solution based on an AI/ML platform. This solution enhances document recording and fee calculation processes, significantly increasing productivity and efficiency within the department. It improves staff productivity by providing streamlined, human-in-the-loop compliance checks and identifying discrepancies in fee payments, which reduces the time required for manual tasks in the recording process. Additionally, the solution is built on a platform that empowers the organization to become self-sufficient in configuring, customizing, deploying, and enhancing the solution as needed.

- **Automation of Manual Processes:** AI-powered document recognition, compliance validation, and automated indexing will reduce the need for manual word-by-word review for compliance and data entry, speeding up the recording process and minimizing human errors.

- **Increased Efficiency and Productivity:** Staff will be able to efficiently process a greater volume of recorded documents, significantly reducing backlog and enhancing service delivery to the public, while simultaneously maintaining oversight and control of the AI solution through a human-in-the-loop model.
- **Improved Compliance and Accuracy:** AI-powered validation guarantees that recorded documents comply with legal standards, minimizing the chances of errors, rework, and legal issues. The solution will detect discrepancies through intuitive interfaces, allowing staff to easily review and take necessary actions.
- **Seamless Integration with the Assessor Division:** Since C3.AI is already being deployed in the Assessor Division, using the same AI/ML platform ensures consistent data integrity, cross-functional efficiency, seamless integration, and data sharing, and streamlined IT support across the Assessor-Clerk-Recorder (ACR) department.
- **Enhanced Fraud Detection:** AI-powered algorithms can also be developed/trained to identify inconsistencies and any potentially fraudulent activities within recorded documents, providing an additional layer of security.
- **Scalability for Future Needs:** The C3.AI platform can be expanded to augment additional ACR functions, such as marriage/birth records processing and notary services.
- **Avoidance of Multi-Vendor Integration and Costs:** By standardizing on one AI/ML platform across Assessor and Recorder, the ACR minimizes the need for the additional procurement, system integration, and IT support costs that would arise from using multiple vendors. The initial proposal for the recording solution was quoted at \$4.7 million over five years. C3.AI discounted the quote by \$1.2 million to \$3.5 million for five years.

With the projected recording volumes over the next five years, the C3.AI Recording Solution will allow the ACR to manage an estimated 36% of the attrition anticipated in the Examining and Indexing units during this period. This will position the department to achieve measurable efficiency gains by leveraging technology to offset staff losses due to resignations and retirements. Additionally, as recording volumes are expected to grow, the solution will enable the department to accommodate this growth with only a minimal increase in staffing. By addressing both scenarios, the department can achieve a return on investment and realize cost savings.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

SSJ Approval Number: 24-009

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
One-time Costs:						
C3.AI Advisory & Support FTW Cost – Application Deployment/Implementation	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,000,000
Ongoing Costs:						
C3.AI Platform & Application Licensing	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$4,375,000

Previous SSJ Approved Amounts:						
Application Pilot/Proof-of-Concept (FY22/23) \$49,300						
Total Cost	\$1,875,000	\$1,125,000	\$1,125,000	\$1,125,000	\$1,125,000	\$6,375,000

Amended SSJ Approval Number: 24-009A

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
One-time Costs:						
C3.AI Advisory & Support FTW Cost – Application Deployment/Implementation	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,000,000
Ongoing Costs:						
C3.AI Platform & Application Licensing	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000	\$4,375,000
Previous SSJ Approved Amounts:						
Application Pilot/Proof-of-Concept (FY22/23) \$49,300						
Total Original SSJ Cost	\$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>	<i>\$437,500</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$150,000</i>	<i>\$1,037,500</i>

a. Amended goods and/or services costs must be identified below (if applicable):

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Original SSJ and Amended SSJ No. 1								
One-Time Cost								
C3.AI Advisory & Support FTW Cost – Application Deployment/Implementation	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000			\$2,000,000
Ongoing Costs:								
C3.AI Platform & Application Licensing	\$875,000	\$875,000	\$875,000	\$875,000	\$875,000			\$4,375,000
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
Previous SSJ Approved Amounts:								
Application Pilot/Proof-of-Concept (FY22/23) - \$49,300								
Original and Amended SSJ No. 1 Total Cost	\$4,375,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000			\$10,375,000

New Services (Amended SSJ No. 2)

Ongoing Cost								
Clerk Recorder: C3 AI Document IQ			Included	Included	Included	Included	Included	
Clerk Recorder: Fixed C3 AI Runtime Scope: Up to 150,000 mail-in documents per year across 20 document types			\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Clerk Recorder Fixed C3 AI Runtime Scope: Up to 300,000 additional documents per year (including mail-in and electronic)				\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
Center of Excellence (COE) FTE			\$200,000	\$262,500	\$262,500	\$262,500	\$262,500	\$1,250,000
C3 AI Value Assessment			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Amended SSJ No. 2 Total Cost			\$550,000	\$737,500	\$737,500	\$737,500	\$737,500	\$3,500,000
New Total Contract Amount	\$4,375,000	\$1,500,000	\$2,050,000	\$2,237,500	\$2,237,500	\$737,500	\$737,500	\$13,875,000
Aggregate Contingency Fund: 10% Total New Contract Amount								\$1,387,500

4. Period of Performance: 7/01/2025 through 6/30/2030 (Amended New Services)

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 7/18/2023 End Date: 6/30/2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/ End Date: 6/30/2030

5. Projected Board of Supervisor Date (if applicable): April 15, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Melissa Garcia
Print Name


Department Head Signature
(Executive Level Designee)

4.9.25
Date

.....
PCS Reviewed:

Ofelia Acosta
Print Name


Signature

4/9/2025
Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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

Purchasing Department Review and Comments: _____

Melissa Curtis
Purchasing Agent Signature

4/9/2025
Date

24-009B
Tracking Number
(Reference on Purchasing Documents)