

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND C3 AI

This Agreement is entered into this 23rd day of January, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," or "Sheriff's Office" or "Customer" and C3.ai, Inc., hereinafter called "Contractor" or "C3 AI."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of expanding the C3 AI Law Enforcement application previously deployed at the Sheriff's Office to the twelve (12) police departments within San Mateo County identified in Table 6 of this Agreement as the "In-Scope Police Departments".

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—C3 AI Additional Terms and Conditions

Exhibit D - California Department of Justice and County of San Mateo Data Security Policies

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in the Exhibits, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **nine million three hundred eighty-five thousand dollars (\$9,385,000)** unless County purchases additional FTEs or scope not included in Exhibit B (Payments and Rates) or this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 23, 2024, through January 22, 2027.**

5. Termination

This Agreement may be terminated, as set forth below, by Contractor or by the Director/Chief Information Officer or his/her designee, for cause, including if Contractor's services do not meet the specifications and warranties in this Agreement and Exhibits. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Notwithstanding the foregoing, County shall not be entitled to any refund of fees paid in the event of early termination of this Agreement by County.

County or Contractor may terminate this Agreement for cause. In order to terminate for cause, a party must first give the other party notice of the alleged breach. The party receiving such notice shall have five (5) business days after receipt of such notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the party receiving notice fails to cure the breach within this period, the party delivering notice may immediately terminate this Agreement without further action. In the event that a party provides notice of an alleged breach pursuant to this section, the party may, in extreme circumstances, immediately suspend performance of services and/or payment, as applicable, under this Agreement pending the resolution of the process described in this paragraph. Each party has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and the party shall use reasonable judgment in making that determination.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;
or

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

I any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

County will release and defend the Contractor against any claim, demand, suit or proceeding made or brought against the Contractor by a third party alleging that any of County Data infringes or misappropriates such third party's rights, or arising from County's use of Contractor's software in violation of this Agreement, including the Exhibits, or applicable law.

b. Intellectual Property Indemnification

Contractor hereby certifies that to its knowledge, it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the reports and similar results of the services, each as further described in the statement of Work (SOW), that Contractor provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees), in each case payable to a third party, arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor within one (1) week in writing of County's receipt of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure

for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County without knowledge of Contractor in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement; and/or (c) County's use of the C3 Materials in combination with any software, hardware, data, network or system not supplied by Contractor, including Country Data, where the alleged infringement or misappropriation relates to such combination and Contractor has advised County against such combination.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This Section 7 states Contractor's sole liability to, and County's exclusive remedy against Contractor, for any type of claim described in this Section 7.

a. Limitation of Liability

Excluding data breach and breaches of confidential information, the aggregate liability of each party, together with all of its affiliates and licensors, arising out of or related to this agreement shall not exceed four times the total amount of the agreement.

In no event will either party have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, exemplary, consequential, cover, business interruption or punitive damages, 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. The foregoing disclaimer will not apply to the extent prohibited by law.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of

insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000
(d) Cyber Liability.....	\$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies reasonable access to and the right to examine the relevant records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties. Terms used in the Agreement or any Exhibits may be used in the others.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

Without limiting the foregoing, County and the Contractor agree that damages will be an inadequate remedy in the case of any actual or threatened breach of certain terms of this Agreement or any exhibits (including any unauthorized disclosure of Confidential Information), and that County or the Contractor may therefore seek equitable relief in addition to any other remedies it may have for such breach with any competent court or enforcement agencies, including those in the United States and/or in the country in which County is domiciled, without bond and without necessity of showing monetary damages. County and the Contractor 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.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Kimberly Honciano, IT Director
 Address: 400 County Ctr, 3rd floor, Redwood City, CA 94063
 Telephone: (650) 599-1711
 Email: khonciano@smcgov.org

In the case of Contractor, to:

Name/Title: General Counsel
Address: 1400 Seaport Blvd, Redwood City, CA 94063
Telephone: (650) 503-2200
Email: C3legal@c3.ai

Name/Title: Joe Zobro
Address: 1400 Seaport Blvd, Redwood City, CA 94063
Email: Joe.Zobro@c3.ai

Name/Title: Sohaib Shaik
Address: 1400 Seaport Blvd, Redwood City, CA 94063
Email: Sohaib.shaik@c3.ai

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.



18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor C3.ai, Inc.

	<div>DocuSigned by:  6F32DD8EDC5944A...</div>	12/21/2023 12:53 PM PST	Derron Blakeley
Contractor Signature		Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

Order Form

THIS ORDER FORM (this “**Order Form**”) sets out the order of certain software subscription and services made by the County.

I. Commercial Terms

- a. Order Form Effective Date: the date listed in the Agreement as the beginning of the Term.
- b. Subscription Term: Three (3) years commencing on the Effective Date with optional annual renewals consistent with Table 2 not to exceed eight (8) years from the Effective Date.
- c. Deployment Environment: County AWS Government Cloud Account
- d. Fees: As specified in Exhibit B

II. Order. *In consideration of the payments set forth in Exhibit B, Contractor shall provide the following:*

- a. **C3 AI Law Enforcement Application and C3 AI Ex-machina** subscriptions for the Subscription Term, deployed in the Deployment Environment.
- b. **C3 AI Advisory Services**, as defined in Annex A-1, throughout the Subscription Term.
- c. **C3 Prioritized Engineering Services**, as defined in Annex A-2.
- d. **C3 Support Services**, as defined in Exhibit C, throughout the Subscription Term.

III. Additional Products and Services. All additional products and services requested by County shall be subject to a separate mutually agreed Order Form or Statement of Work, as applicable, and at C3 AI’s standard fees and rates unless otherwise specified in this Order Form.

Annex A-1: C3 AI Advisory Services Description

Exhibit A – Advisory Services

C3 AI will provide advisory services by a team of C3 Advisory Services FTE resources to provide assistance and guidance pertaining to C3 Applications, including tuning and/or updating the C3 AI Application data science models. “**C3 AI Advisory Services FTE**” means a full-time equivalent professional resource for up to 2000 person hours per annum. The C3 AI Advisory Services team may be located in Redwood City, CA or other C3 AI continental US locations, at C3 AI’s discretion.

1. C3 AI Advisory Services Resources.

C3 AI will staff the C3 AI Advisory Services purchased under the Order Form with the number of C3 AI Advisory Services FTE resource(s) specified in the applicable Order Form, on a fixed-fee annualized basis during each year of the Subscription Term. The type of C3 AI Advisory Services FTE resource may change depending on the stage of C3 AI Advisory Services engagement. Any C3 AI Advisory Services FTE hours over the number specified in the herein are subject to additional fees.

2. Data Science Model Tuning and Updates

C3 AI Advisory Services FTEs will periodically tune and/or update the C3 AI Application data science model. The trigger for the tuning and/or update will be jointly decided with the County during the project implementation.

3. Project Governance and Limitations.

- a. C3 AI, County, and In-Scope Police Departments will each designate an executive sponsor to manage the relationship under the Order Form. C3 AI, County, and In-Scope Police Departments will ensure that the appropriate representatives from each party (the “**Executive Leadership Committee**”) participate in quarterly County and In-Scope Police Department product road map and project review meetings. A quarterly executive status report will be created by C3 AI Advisory Services project leads and shared at the quarterly meeting.
- b. Formal C3 Advisory Services project reviews will be conducted monthly by the County, In-Scope Police Departments, and C3 AI team leadership.
- c. The Parties agree the C3 AI Advisory Services FTE hours will be distributed reasonably evenly over the annual C3 AI Advisory Services Subscription Term unless a specific project plan has been agreed requiring a different distribution of resources.
- d. The following professional services are outside of the scope of the services provided in the C3 AI Advisory Services: post-launch enhancements, customizations, and implementation services.

4. C3 AI Advisory Services Initial Objectives

The Parties have designated an initial objective for the C3 AI Advisory Services FTEs. The County may change the overall objective of the C3 AI Advisory Services FTEs during the Subscription Term, in coordination with C3 AI and subject to the remaining available C3 AI Advisory Services FTE resources ordered in the Order Form. In addition, In-Scope Police Departments may change the initial objective described in 4.a below in coordination with the County and C3 AI. Any changes to objectives 4.b – 4.e described below must be determined by the County and the In-Scope Police Departments in alignment with C3 AI. As of the Effective Date, the joint objectives are:

- a. Historical and live integration of up to four (4) source systems from each In-Scope Police Department’s records management system, computer-aided dispatch system, and two (2) license plate reader systems. Services to integrate a source system(s) may be exchanged for other services of equivalent scope in alignment with C3 AI.
- b. Historical and live integration for an additional seven (7) data sources from other law enforcement agencies or 3rd party vendors, to be determined by the County and the In-Scope Police Departments in

alignment with C3 AI. Each PD, at their cost, is responsible for securing the necessary rights for C3 AI to access and use 3rd party data for this agreement

- c. Configuring up to seventeen (17) feature enhancements of C3 AI Law Enforcement, to be determined by the County and the In-Scope Police Departments in alignment with C3 AI
- d. Configuring role-based access controls to enable cross-agency data sharing
- e. Full integration testing, quality assurance testing, performance testing, and User acceptance testing
- f. Onboarding and training of new end-users onto C3 AI Law Enforcement – up to five (5) in-person training sessions for each In-Scope Police Department

Data Requirements

During the Deployment, C3 AI shall integrate historical data and setup live integrations with the following data sources. Historical data for each data source shall be up to 1TB. Should any data source not be available or provided through a separate agreement, C3 AI will substitute with another data source(s) or application enhancement(s) requiring similar level of effort to complete in agreement with the County and the In-Scope Police Departments. County and the In-Scope Police Departments are responsible for facilitating access to these data sources:

- Up to four (4) data sources from each In-Scope Police Department as listed in Table 1
- Up to seven (7) data sources from other law enforcement agencies or 3rd party vendors. Example data sources are listed in Table 2

Table 1. Police Department's In-Scope Data Sources*

Type of Data (System Name)	Description	Expected Data format	Maximum Number Included
Records Management System (i.e., RIMS Collaborate)	Police department's information, records, documents, or files pertaining to law enforcement operations.	CSV	1
Computer Aided Dispatch (i.e., Versaterm, RIMS Collaborate)	Police department's dispatch system data for emergency response (e.g., 911 calls)	CSV	1
License Plate Reader (i.e., Flock, Vigilant, Axon, Boss)	License plate reader data (note: subject to availability of license)	API or JSON	2

* Each police department is responsible for providing C3 AI the right to access and use of 3rd Party Data at their cost. Exact data sources to be confirmed during deployment. Services to integrate an in-scope data source may be exchanged for equivalent services scope in alignment with C3 AI.

Table 2. Examples of Law Enforcement and 3rd Party Data Sources*

Type of Data (System Name)	Description	Expected Data format
Regional ORT Incident and Threat Reporting Exchange	Northern CA Regional Intelligence Center's aggregation of retailer reported crime incidents	CSV

Laboratory Information Management System (LIMS)	Forensic laboratory data from SMCSO's crime lab	CSV
Starchase	Vehicle tracking data	API
GrayKey/Grayshift/Cellebrite	Mobile device data extracts	CSV

* Each police department is responsible for providing C3 AI the right to access and use of 3rd Party Data at their cost. Exact data sources to be confirmed during deployment in agreement with County and In-Scope Police Departments.

Proposed Deployment Plan

C3 AI will begin with setting up integration with RIMS Collaborate. Following this setup, C3 AI will onboard up to four (4) In-Scope Police Departments every quarter starting in month 4 of the deployment. The In-Scope Police Departments for the quarter will be aligned with C3 AI before the beginning of the quarter.

Simultaneously, C3 AI will configure up to seventeen (17) features enhancements to the C3 AI Law Enforcement Application and integrate up to seven (7) additional data sources over the remaining twelve (12) month period.

As each In-Scope Police Department goes-live, C3 AI will also conduct up to five (5) in-person end-user onboarding and training sessions.

The required C3 AI and In-Scope Police Department resources, roles, and responsibilities for the rollout are shown in Table 3 below.

Figure 1: Proposed Rollout Plan for C3 AI Law Enforcement

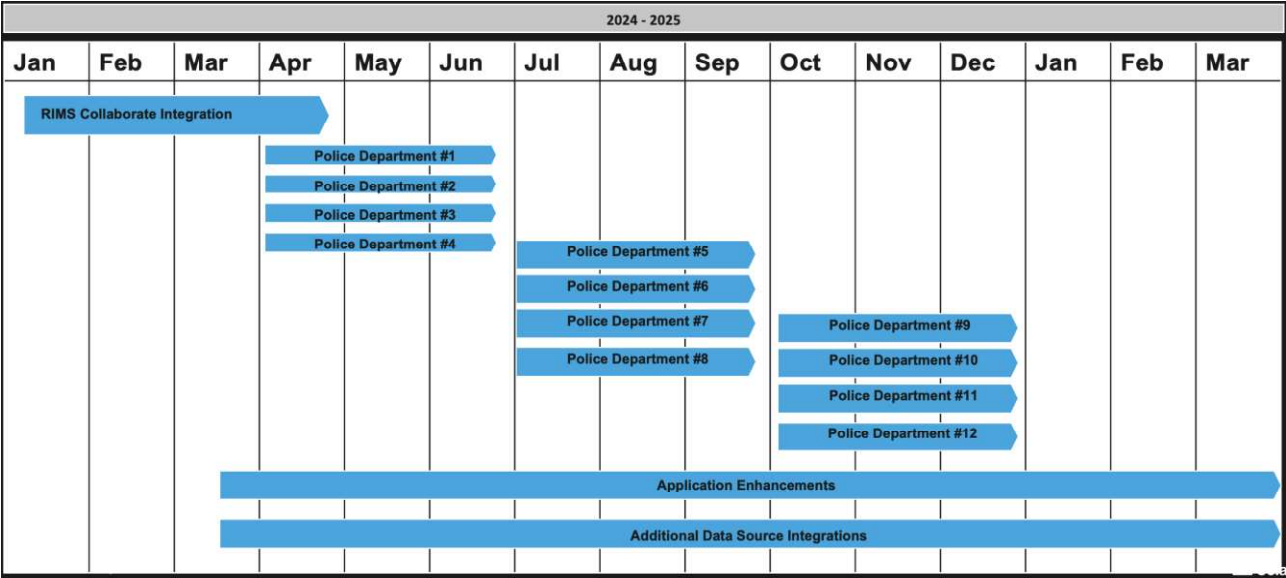


Table 3: Required C3 AI & Law Enforcement Agency Resources

Team	Role	Responsibilities
C3 AI	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Manager 1.5 FTE	Manages the day-to-day activities of Project team
	Solutions Engineer 6 FTE	Performs data integration, supports machine learning, configures application user interface
	Solution Architect 1.5 FTE	Performs data integration and ensures environment readiness for application expansion
Law Enforcement Agency / Police Department	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Management 1 individual throughout the project (4-8 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

Annex A-2: Prioritized Engineering Services

C3 AI will provide prioritized engineering services to produce the twelve (12) features described in the table below in the C3 AI Law Enforcement Application (the “Prioritized Engineering Services”).

C3 Prioritized Feature Development Services provide development services by a team of C3 AI developers focused on developing specific new features of the C3 AI Suite or C3 AI Applications targeted to Customer needs on a prioritized basis (“Prioritized Features”). The resulting product of such services will become part of C3 AI Products, available to Customer and other customers and will remain the intellectual property of C3 AI, available to Customer, and maintained by C3 AI throughout the Term, as provided below.

Development Roadmap

C3 AI will provide prioritized application feature development services. C3 AI will use commercially reasonable efforts to develop and maintain the specified Prioritized Feature as part of the corresponding C3 AI Product. The Parties may swap out one or more features for features of a comparable scope, prior to the start of C3 AI’s development of a feature.

C3 AI will provide Customer monthly reports on development progress and will be reasonably available for update meetings and consultation on progress throughout the development period.

Delivery and Acceptance

Each new Prioritized Feature shall be considered accepted upon delivery of the feature. Any performance issue or alleged defect in a completed feature that has been delivered shall be handled through the standard warranty and support terms and process set forth in the C3 AI EULA attached hereto as Exhibit C.

Initial Feature Plan

The following initial list of twelve (12) features is subject to further discussion and agreement between C3 AI and Customer up to when C3 AI begins development of the applicable feature below, at which time the feature may no longer be changed or substituted. The table below details a list of potential future features on C3 AI’s roadmap which are valued at \$500,000 each.

Table 4: Prioritized Engineering Services

Prioritized Feature	Feature Description
Data Model Migration and Framework Improvements	Convert C3 AI Law Enforcement application to the latest C3 AI platform to enable application data science and architecture automation. Version 8 provides reusable, connected components for full data science lifecycle.
Upgraded Data Integration	Standardize data integration across existing and future third-party and law enforcement agency sources. Enable flexible cloud infrastructure deployments.
Enhanced Identity Overview Page	The C3 AI Law Enforcement Identity Overview page will be enhanced to the optimal user interface. The new format will support increased readability among densely populated fields and summaries of key information.

Environment Scale Optimizations	C3 AI Law Enforcement will be upgraded to improve development performance, stability, and reliability for county-wide expansion. The newest developer package ensures faster feature visibility for end-users.
Search Consolidation	The Search and Advanced Search functionality across Cases and Identities will be consolidated to a single tabbed page for a more intuitive user experience and faster investigations across multiple data types.
Search Justification	C3 AI Law Enforcement will implement a user interface “Search Justification” field plus workflow logic to capture per-user searches with justifications. The justification log will be available in search history per user.
Computer Aided Dispatch Case Links	Case details pages with confirmed links to Computer Aided Dispatch records will have a new dispatch tab populated with relevant information. These related dispatch records will be indexed for case search and have options for advanced case search.
Dispatch Detail Panels	For Computer Aided Dispatch information with no confirmed case connection, detail panels will be available throughout application for summaries of the call-for-service information.
Blackboard Network Graph Enhancements	The Blackboard advanced network graph will surface evidence packages indicating the specific record linking two individuals. This will be accompanied by C3 AI Data Vision user interface enhancement.
Blackboard New Relationship Types	To create a more robust advanced network graph, additional connection types between identities will be surfaced on Blackboard. This will be accompanied by graph enhancements for computational efficiency.
Dashboard Event Map Improvements	The Dashboard Event Map user experience will be improved with higher fidelity control via new filters, selection tools, and map overlays. Dashboard events will have additional officer awareness indicators.
Dashboard Analysis Screen	The Dashboard page will be expanded to include an Analysis tab that automates statistical reporting requirements such as month-to-month event changes and allows for simple filtering and exports across jurisdictions.

Exhibit B Payments and Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total cost of the products and services ordered in Exhibit A for the In-Scope Police Departments shall not exceed \$9,385,000 for 3 years unless County purchases additional FTEs or uses C3 AI Runtimes in excess of the Prepaid C3 AI Runtimes as set forth below. Each payment shall be invoiced by Contractor upon the applicable Payment Date set forth below and shall be payable in full within 30 days of the invoice. County is responsible for providing complete and accurate billing and contact information and notifying Contractor of any changes to this information.

Table 5

C3 AI Services*	Year 1	Year 2	Year 3
<u>C3 AI Law Enforcement Subscription Fees</u> <i>Access for In-Scope Police Departments</i>	\$864,000	\$864,000	\$864,000
<u>C3 AI Ex Machina Subscription Fees</u>	\$84,000	\$84,000	\$84,000
<u>C3 AI Advisory Services Resources Fees</u>	\$4,541,000	\$1,500,000	\$500,000
Number of Advisory Services FTE Resources	9	3	1
<u>C3 AI Prioritized Engineering Services Fees</u>	Included	N/A	N/A
Total Annual Fees	\$5,489,000	\$2,448,000	\$1,448,000
Total 3-Year Fees	\$9,385,000		

*All pricing options in Table 1 exclude Cloud Hosting Fees.

Table 6: Renewal Pricing for C3 AI Law Enforcement

In-Scope Police Department	Annual Fee
Redwood City Police Department	\$59,000
South San Francisco Police Department	\$57,000
Menlo Park Police Department	\$37,000
Burlingame Police Department	\$31,000
Foster City Police Department	\$29,000
Belmont Police Department	\$28,000
Pacifica Police Department	\$27,000
East Palo Alto Police Department	\$26,000
Atherton Police Department	\$25,000
Colma Police Department	\$21,000
Brisbane Police Department	\$17,000
Broadmoor Police Department	\$15,000

The initial Total Fees will be invoiced as follows:

- (i) \$2,745,000 on the Effective Date
- (ii) \$2,744,000 the earlier of the completion of the Onboarding of the In-Scope PDs or on the 1st Anniversary of the Effective Date;
- (iii) \$2,448,000 on the 1st Anniversary of the Effective Date; and
- (iv) \$1,448,000 on the 2nd Anniversary of the Effective Date;

For the purpose of this Agreement, “C3 AI Runtime” (see definition in the EULA attached hereto as Exhibit C) only applies to C3 AI Ex-machina. C3 AI Runtime does not apply to pricing for the C3 AI Law Enforcement Application.

“C3 Runtime” means vCPU usage in production environments by C3 AI Ex-Machina and does not include Hosting Services fees. The Ex-Machina Subscription Fee in Table 5 reflect up to 215,384 vCPU collective hours for the In-Scope Police Departments. Beyond the prepaid maximum, fees for C3 Runtime are calculated by multiplying County’s C3 Runtime during the month by the applicable C3 Runtime rates described in this Exhibit B.

C3 Runtime used by the County is credited against the Pre-Paid Runtime until the Pre-Paid Runtime is exhausted. Any Pre-Paid C3 Runtime not used during the applicable period expire at the end of that period and does not “rollover” or apply as a credit against any fees for C3 Runtime due in the following or preceding periods. Once the Pre-Paid Runtime is exhausted, County will incur and be invoiced monthly in arrears for C3 Runtime Fee at the standard C3 Runtime rates set forth below:

Standard C3 Runtime rates: \$0.39 per vCPU hour

County may purchase additional blocks of pre-paid C3 Runtime by entering into a separate transaction with Contractor. Contractor will provide monthly Runtime usage reports throughout the Term.

C3 Support Services. C3 Support Services (described in Exhibit C, below) for the C3 AI Law Enforcement Application are included during the Subscription Term upon County's payment of the fees due under this Order Form.

If any amount owing by County under this Agreement is thirty (30) or more days overdue, Contractor may, without limiting Contractor's other rights and remedies, suspend any services it is providing to County until such amounts are paid in full. Contractor will give County at least 10 days prior written notice that County's account is overdue, before suspending services to County. Contractor will not exercise the rights under this section if County is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

Exhibit C ADDITIONAL TERMS AND CONDITIONS

C3 AI End User License Agreement (including Annexes C-1 and C-2)

This **C3 AI End User License Agreement** shall be incorporated by reference and will form a part of the Agreement entered into by and between the Contractor and the County on the date hereof.

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.

“**Authorized Marketplace**” means an online or electronic marketplace operated or controlled by a third party where Contractor have authorized the marketing and distribution of the C3 AI Software or C3 AI Services.

“**C3 AI Documentation**” means the user documentation made available to County by Contractor for the C3 AI Software, as may be updated by Contractor from time to time.

“**C3 AI Materials**” mean (a) C3 AI Software and C3 AI Documentation; (b) Contractor’s intellectual property existing prior to the Agreement; (c) intellectual property created by Contractor independently of the Agreement; (d) Contractor’s training materials related to the C3 AI Software; (e) the results of C3 AI Services; and (f) any and all other intellectual property developed by or on behalf of Contractor 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**” means the virtual CPUs or vGPUs (“**vCPUs**”) used by the C3 AI Software, County Applications, or County Extensions in any Deployment Environment.

“**C3 AI Services**” mean C3 AI Support Services, C3 AI training, and other similar services that Contractor provide to County, and as may be described herein or in the Product-Specific Terms.

“**C3 AI Software**” means software that County order from Contractor including, as applicable, any of Contractor’s software application(s) (a “**C3 AI Application**”), the C3 AI Platform, and any development and integration tools.

“**County Application**” means a software application that County operate on the C3 AI Platform that is independently developed by County without the design, development, or testing assistance of Contractor’s personnel.

“**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.

“**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 independently created by or for County without the design, development, or testing assistance of Contractor’s personnel.

“**County Materials**” mean County Data, County Applications, and County Extensions and other materials designated as County Materials in Product-Specific Terms, if any.

“**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.

“Intellectual Property Rights” mean current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, 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.

“Order” means an ordering document or online order specifying the C3 AI Software or C3 AI Services County is purchasing, including any addenda and supplements.

“Operational Control” means the C3 AI Operational Controls Description detailing the roles and responsibilities of County and Contractor in the deployment of the C3 AI Software in the Development Infrastructure found at <https://c3.ai/legal/RACI.pdf>, or any successor or related locations designated by Contractor, as they may be updated by Contractor from time to time.

“Product-Specific Terms” means the C3 AI Product-Specific Terms for specific C3 AI Software or C3 AI Services County order found at <https://c3.ai/legal/ProductSpecificTerms.pdf>, or any successor or related locations designated by Contractor, as they may be updated by Contractor from time to time.

“Subscription Term” means the term of County’s subscription to the C3 AI Software and/or C3 AI Services, as specified in the applicable Order.

“Third Party Offering” means any software or services that County license or procure from a third party that County use in connection with, or which interoperates with, any C3 AI Software.

“User” means a named individual employee or contractor of County or In-Scope Police Department (see Exhibit B, Table 6) for whom County have purchased a subscription, who is authorized by County or In-Scope Police Department to access or use C3 AI Software, and to whom County or In-Scope Police Department (or, when applicable, Contractor at County’s or In-Scope Police Department’s request) have supplied a user identification and password.

2. USE OF OUR SERVICES

2.1. Contractor’s Responsibilities.

2.1.1. Provisioning of the Services. Subject to the terms of this Agreement, Contractor will activate a URL to permit County to access the C3 AI Software specified in the Order in Contractor’s hosting services account, at which time the C3 AI Software is automatically deemed accepted. If the Deployment Infrastructure is not Contractor’s hosting services account: (a) the C3 AI Software will be available in Contractor’s hosting services account until an instance of the applicable C3 AI Software is installed in the Deployment Infrastructure, at which time Contractor will suspend access to the instance of the C3 AI Software deployed in the Contractor’s hosting services account; and (b) subject to County’s ongoing compliance with the Agreement, Contractor grant to County a non-exclusive, non-transferable, and nonsublicensable right during the Subscription Term to install the C3 AI Software on the Deployment Infrastructure for the limited purpose set forth in this Agreement.

2.1.2. C3 AI Support Services. During the Subscription Term for any C3 AI Software as set forth in the applicable Order, and subject to County’s compliance with the Agreement, Contractor will provide the C3 AI Support Services, which are described in the C3 AI Support Services Description set forth in Annex C-1, or any successor or related locations designated by Contractor, as may be updated by Contractor from time to time.

2.1.3. Service Level Agreement. During the applicable Subscription Term, Contractor will use commercially reasonable efforts to make the C3 AI Software available as set forth in the C3 AI Service Level Agreement, set forth in Annex C-2 or any successor or related locations designated by Contractor, as may be updated by Contractor from time to time.

2.2. License. Upon the effective date of the applicable Order, and subject to the terms of any applicable Order, Contractor grant to County a non-exclusive, nontransferable, and non-sublicensable right, during the Subscription Term, to:

- 2.2.1. 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 and use County Applications for County's internal use; and
- 2.2.2. Permit an unlimited number of Users to use the C3 AI Application(s) in the Deployment Environment in accordance with the C3 AI Documentation and to develop County Extensions for County's internal use, provided that (i) the functionality of the C3 AI Application must remain within its published specifications; and (ii) County's use of the C3 AI Application must remain within the scope of the license granted under the Agreement.

2.3. County's Responsibilities.

- 2.3.1. **Hosting Services.** If County contract for the Deployment Infrastructure with a hosting services provider, then County will: (a) create an account with the hosting services provider; and (b) provide Contractor with complete and accurate information regarding the account and keep the information complete and accurate at all times.
- 2.3.2. **Security.** County is responsible for (a) maintaining the security of County's hosting services account (for example, any applicable login credentials or security keys); (b) all activities that occur under County's account; and (c) any other actions taken in connection with County's account. Contractor is not responsible for unauthorized access to County's account. County will notify Contractor promptly if County believe there has been unauthorized access to or use of County's account.
- 2.3.3. **Access.** 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 Contractor 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 code repository and business intelligence tools; (f) be responsible for complying with terms of service of any Third Party Offering with which County use 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. Contractor's obligations under the Agreement are contingent upon County's compliance with the applicable Operational Control.

2.4. Usage 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 or Users, 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 the C3 Materials 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 Contractor 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.

2.5. Audit Rights. County will maintain all records of County’s, and County’s User’s, use of the C3 AI Materials and compliance with the Agreement for a period of three (3) years after the end of the Subscription Term. Upon reasonable prior notice, Contractor has the right, including through an appointed representative, no more than once every twelve (12) months, at Contractor’s expense, to examine such records and accounts during County’s normal business hours to verify compliance with this Agreement. By requesting an audit, Contractor do not waive Contractor’s rights to enforce this Agreement or to protect Contractor’s Intellectual Property Rights by any other means permitted by law.

2.6. C3 AI Runtime. C3 AI Runtime used in excess of the monthly minimum runtime specified in the applicable Order will incur additional fees at the applicable rates specified in the applicable Order (“**Excess Runtime Charges**”). County will provide regular access, not less than monthly, to C3 AI Runtime logs or records to enable Contractor to confirm or invoice Excess Runtime Charges fees in accordance with the Agreement. County will maintain C3 AI Runtime logs or records for three (3) years after the C3 AI Runtime is used.

3. NON-CONTRACTOR PROVIDERS

3.1. Third Party Offerings. County’s acquisition or use 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. Contractor do not warrant or support Third Party Offerings. If County choose to use a Third Party Offering with the C3 AI Software, County grant Contractor 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. Contractor are not responsible for any disclosure, modification, or deletion of County Data resulting from access by such Third Party Offering or its provider.

3.2. 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 Contractor access to County’s account(s) on such Third Party Offerings. Contractor do not 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 Contractor. County will ensure that County has all necessary rights and licenses to interoperate any Third Party Offering with any C3 AI Software as contemplated in this Agreement.

4. DATA PROTECTION

4.1. Protection of County Data. Contractor will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of County Data. Contractor 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 7.3 (Compelled Disclosure) below, or (c) as County expressly permit in writing.

4.2. Personal Data. Where County’s use of the C3 AI Software or C3 AI Services requires Contractor to process personally identifiable information, then (a) County will notify Contractor in writing prior to providing Contractor any access to any such personal information; and (b) the terms of the C3 AI Data Processing Agreement, the terms and conditions of which may be found at <https://c3.ai/legal/DPA.pdf>, and as may be updated by Contractor from time to time, will apply to such processing. County will 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 County and Contractor.

4.3. Security & Compliance. Contractor may monitor all use of the C3 AI Software for security and operational purposes. Contractor may temporarily suspend County's access to any C3 AI Software if Contractor reasonably determine that such access and use poses a security risk or is a threat to the function of the Software, or in the event a User is engaged in, or Contractor in good faith suspect 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 Contractor 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.

5. FEES, PAYMENT, AND AUTHORIZED RESELLERS

5.1. Fees. County will pay all subscription fees due under an order, and, as subsequently invoiced by Contractor or Contractor's service provider as applicable, Excess Runtime Charges. 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 in a monthly minimum. Contractor may adjust or increase the fees for month-to-month subscriptions by providing advance written notice to County of at least thirty (30) days. County's payment obligations under any Order are irrevocable and non-cancelable and any fees paid by County to Contractor are non-refundable. Unless otherwise stated in County's Order, invoiced charges are due net 30 days from the invoice date.

5.2. Suspension of Service. If any amount owing by County under the Agreement is thirty (30) or more days overdue, Contractor may, without limiting Contractor'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. Contractor will give County at least ten (10) days' prior notice in accordance with Section 12.4 (Manner of Giving Notice) for billing notices before suspending services under this Section.

5.3. Taxes. Contractor'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 Contractor has the legal obligation to pay or collect Taxes for which County are responsible under this Section 5.3, Contractor will invoice County and County will pay such amount unless County provide Contractor with a valid tax exemption certificate authorized by the appropriate taxing authority. Contractor is solely responsible for taxes assessable against Contractor based on Contractor's income, property, and employees.

5.4. Authorized Resellers and Authorized Marketplaces. If County purchase C3 AI Software or C3 AI Services through Contractor's authorized reseller or an Authorized Marketplace, this Agreement will govern that C3 AI Software or C3 AI Services, as applicable. County's payment obligations for the C3 AI Software or C3 AI Services acquired through Contractor's authorized reseller or an Authorized Marketplace will be with the authorized reseller or Authorized Marketplace, as applicable, and not with Contractor. County will have no direct fee payment obligations to Contractor for that C3 AI Software or C3 AI Services. However, in the event County fail to pay Contractor's authorized reseller or the Authorized Marketplace for the C3 AI Software or the C3 AI Services, Contractor retains the right to enforce County's payment obligations and collect directly from County. Any terms agreed to between County and Contractor's authorized reseller or the Authorized Marketplace that are in addition to the terms and conditions in this Agreement are solely between County and Contractor's authorized reseller or the Authorized Marketplace, as applicable. No agreement between County and Contractor's authorized reseller or Authorized Marketplace is binding on Contractor or will have any force or effect with respect to County's rights in, or the operation, use or provision of, the C3 AI Software or C3 AI Services.

6. PROPRIETARY RIGHTS

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

6.2. County Materials Intellectual Property Ownership. Subject to the limited rights granted herein, County retain all right, title, and interest, including all Intellectual Property Rights, in County Materials. Contractor will not delete or in any manner alter the County's copyright, trademark, and other proprietary notices, if any, appearing on any County Materials.

6.3. License to County Materials. County grant Contractor, Contractor's Affiliates, and applicable contractors a royalty-free, nonexclusive, non-transferable license (a) to-use County Materials to perform Contractor's obligations under 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 Contractor use internally or to improve the C3 AI Services, provided Contractor 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.

6.4. License to Use Feedback. County grant to Contractor and Contractor's Affiliates a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license, without restriction, to use in any manner and incorporate into Contractor's and/or Contractor's Affiliates' products or services, any suggestion, enhancement request, recommendation, correction, or other feedback provided by County or Users relating to Contractor's or Contractor's Affiliates' current or future products or services.

7. CONFIDENTIALITY

7.1. 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) County's Confidential Information includes County Data; (b) Contractor'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.

7.2. 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, nothing in this Agreement will be construed as granting to the Receiving Party any rights or licenses to any Intellectual Property Rights, 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, distribute or disclose 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 subcontractors 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. Contractor may use any ideas, know-how, and techniques retained in the unaided memories of Contractor'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 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 7.2. Notwithstanding the foregoing, Contractor may disclose the terms of this Agreement to a subcontractor to the extent necessary to perform Contractor's obligations to County under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law. In such case, the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party 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 will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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

8.2. Contractor's Warranties. Contractor warrant that during an applicable Subscription Term (a) this Agreement, the Orders, and the C3 AI Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of County Data; (b) Contractor 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 C3 AI Documentation; and (d) the C3 AI Services will be performed in a professional and workmanlike manner in conformance with generally accepted industry standards. For any breach of any warranty above, County's exclusive remedies are as follows: (i) for Section 8.2(a), the update of the C3 AI Documentation to accurately reflect the applicable safeguards; (ii) for Sections 8.2(b) and 8.2(c), the repair or replacement of the applicable functionality in the C3 AI Software; and (iii) for Section 8.2(d), the re-performance of any substandard C3 AI Services. The foregoing warranties are subject to County's implementation within no more than ninety (90) days of all updates and upgrades made available by Contractor to County.

8.3. Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND 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.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Contractor. Contractor 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 give Contractor written notice of the Claim Against County; (b) give Contractor sole control of the defense and settlement of the Claim Against County, except that Contractor may not settle any Claim Against County unless it unconditionally releases County of all liability; and (c) give Contractor all reasonable assistance, at Contractor's expense. The foregoing obligation shall not apply with respect to a Claim Against County if such claim arises out of (i) Contractor'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 Contractor; (iii) any modification or alteration of the C3 AI Software by other than by Contractor; (iv) County's continuing the allegedly infringing or misappropriating activity after being informed by Contractor 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 Contractor receive information about an infringement or misappropriation claim related to C3 AI Software, Contractor may in Contractor'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 to County any prepaid fees covering the remainder of the Subscription Term of the terminated subscriptions.

9.2. Indemnification by County. County will defend Contractor against any claim, demand, suit, or proceeding made or brought against Contractor 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 Contractor**"), and County will indemnify Contractor from any damages, attorney fees, and costs finally awarded against Contractor as a result of a Claim Against Contractor, provided Contractor (a) promptly give County written notice of the Claim Against Contractor; (b) give County sole control of the defense and settlement of the Claim Against Contractor, except that County may not settle any Claim Against Contractor unless it unconditionally releases Contractor of all liability; and (c) give County all reasonable assistance, at County's expense.

9.3. Exclusive Remedy. Section 9 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 9.

10. LIMITATION OF LIABILITY

10.1. 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 OBTAIN FROM THE 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.

10.2. Liability Cap. EXCLUDING OUR LIABILITY UNDER SECTION 9.1 (INDEMNIFICATION BY CONTRACTOR), AND COUNTY'S LIABILITY UNDER SECTION 5 (FEES AND PAYMENT) AND SECTION 9.2 (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 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.

10.3. Exception. THE FOREGOING DISCLAIMER WILL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. NOTHING SET FORTH HEREIN LIMITS EITHER PARTY'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date County first accept it and continues until all subscriptions have expired, discontinued, or have been terminated or the Agreement is otherwise terminated in accordance with its terms.

11.2. Service Discontinuation. County may terminate any month-to-month subscriptions by providing advance written notice to Contractor of at least thirty (30) days. No refunds will be owed to County for the balance of any prepaid fees,

or any subscriptions if County terminate under this Section. Contractor may terminate any month-to-month subscriptions by providing notice to County of at least six (6) months. Termination pursuant to this Section will be effective as of the last day of the full calendar month in which the termination is effective ("**Service Discontinuation Date**"). All fees owed as of Service Discontinuation Date will be invoiced in accordance with Section 5 of this Agreement.

11.3. Termination. 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.

11.4. Refund or Payment upon Termination. If County terminate this Agreement in accordance with Section 11.3 (Termination), Contractor will refund County any prepaid fees for the C3 AI Software and C3 AI Services that have not yet been provided as of the effective date of termination. If Contractor terminates this Agreement in accordance with Section 11.3

(Termination), County will pay any unpaid fees covering the remainder of the term. In no event will termination relieve County of County's obligation to pay any fees payable to Contractor for the period prior to the effective date of termination.

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

11.6. 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. County shall certify such cessation, deletion, and destruction to Contractor in writing within fifteen (15) days of the Termination Date. If the Deployment Environment is other than Contractor's hosting services account, then after termination or expiration the Subscription Term and upon providing thirty (30) days' written notice to County, Contractor may examine the Deployment Environment to ensure that all C3 AI Materials have been deleted. The sections titled Section 1 (Definitions), Section 2.3 (County's Responsibilities), Section 2.4 (Usage Restrictions), Section 2.5 (Audit Rights), Section 2.6 (C3 AI Runtime), Section 3 (Non-C3 AI Providers), Section 5 (Fees and Payment), Section 6 (Proprietary Rights), Section 7 (Confidentiality), Section 8.3 (Disclaimers), Section 9 (Mutual Indemnification), Section 10 (Limitation of Liability), Section 11.4 (Refund or Payment upon Termination), Section 11.5 (County Materials Portability and Deletion), Section 11.6 (Effect of Termination or Service Discontinuation), Section 12 (Governing Law and Jurisdiction; Notices) and Sections 13 (General Provisions) will survive any termination or expiration of this Agreement.

12. GOVERNING LAW AND JURISDICTION; NOTICES

12.1. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the United States and the State of California and excluding its conflict of law rules. Both parties irrevocably consent to the exclusive personal jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California, San Francisco Branch and the Superior Court of the State of California, County of San Mateo, in any litigation arising out of this Agreement.

12.2. Without limiting the foregoing, County acknowledge and agree that any unauthorized use of Contractor's Confidential Information or C3 AI Materials will cause immediate and irreparable injury to Contractor and therefore money damages would be incalculable and insufficient, and County 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 are domiciled. The prevailing party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

12.3. The Parties 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.

12.4. 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 Contractor will be emailed to C3legal@C3.ai.

13. GENERAL PROVISIONS

13.1. Export Compliance. The C3 AI Software, other technology Contractor make 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 Contractor, absent prior written notice, any data or other item that requires Contractor to seek an export license or authorization from any United States agencies having jurisdiction.

13.2. Anti-Corruption. County agree that County have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Contractor'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 learn of any violation of the above restriction, County will use reasonable efforts to promptly notify Contractor's Legal Department at C3legal@C3.ai.

13.3. High risk applications. C3 AI Materials are not intended for use in, and County agree the C3 Materials will not be used in, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, life support machines, or other equipment or applications 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. Contractor disclaims any and all liability arising out of, or related to, any such use of the C3 AI Materials.

13.4. Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between County and Contractor 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 Product-Specific Terms, and (2) this Agreement.

13.5. 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.

13.6. Third-Party Beneficiaries; Affiliates. There are no third-party beneficiaries under this Agreement.

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

13.8. 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.

13.9. Publicity; Non-Disparagement. Contractor may use County's name in any listing of customers of Contractor and may reference County and the nature of the C3 AI Software or C3 AI Services provided hereunder in Contractor's business development and marketing efforts, including without limitation Contractor's web site. County agree to allow Contractor to issue a press release upon execution of this Agreement provided County have approved such press release in writing and in advance, such approval not to be unreasonably withheld. County agree not to disparage Contractor or Contractor's 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.

Annex C-1 – C3 AI Support Services

This C3 AI Support Services Description is a policy governing C3 AI Support Services for the C3 AI Software. In the event of a conflict between the terms of this C3 AI Support Services Description and the terms of the C3 AI End User License Agreement set forth in Exhibit C, the terms and conditions of this C3 AI Support Services Description apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement. Provided that Customer remains current in Customer's payment obligations to Contractor, Contractor will provide C3 AI Support Services relating to the access and operation of the C3 AI Software as set forth herein.

1. Logging a Ticket. To receive such support, Customer must report technical issues in sufficient detail and in a timely manner to Our designated support contact(s) by logging a ticket in Our designated support system ("**Report**") and assist Contractor in diagnosing and resolving such issues.
2. Conditions for Support. Our obligations to provide support are subject to Customer's implementation within no more than 90 days of all updates and upgrades of C3 AI Software that Contractor make available to Customer or generally. C3 AI Support Services do not include support for Customer Applications or Customer Extensions.
3. Support Categories and Details.

Support Category	Provision
Case Limit	No Limit
Response Time	Response Time is measured from receipt of the Report. See Response Time Matrix below.
On-line Self-Service Portal	Included

4. Response Time Matrix

Severity Level	Severity Definition	Examples	Response Time
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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

5. Support Hours. Support hours for P1 issues are 24/7 (excluding holidays). Support hours for other issues are from 9 a.m. to 6 p.m. Pacific Time excluding weekends and company holidays. Contractor will use reasonable efforts to meet the “response time” goals set forth in the table above, based upon the support hours listed above.

Annex C-2 – C3 AI 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. Contractor’s obligations set forth in this SLA are subject to County’s implementation within ninety (90) days of all updates and upgrades to C3 AI Software that Contractor makes available to County or generally.

This SLA is only applicable to C3 AI Software deployments in (A) Contractor’s hosting services account or (B) County’s hosting services account. Contractor’s obligations under this SLA are contingent upon County’s compliance with the C3 AI Operational Controls set forth in Annex C-3.

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. Contractor 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 Contractor deems it to be an emergency. Contractor 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, Contractor reserves the right to schedule maintenance as necessary;
- ii. Emergency maintenance. Contractor will use commercially reasonable efforts to provide twenty-four (24) hours’ notice to County. However, Contractor 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 Contractor or Contractor’s 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 Contractor or Contractor's 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 Contractor;
- viii. To the extent arising out of any unavailability of the C3 AI Software due to circumstances reasonably believed by Contractor or Contractor's 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 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 County's 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 Contractor's commercially reasonable control; (c) is not the result of the negligence of, or caused by Contractor; and (d) is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence of Contractor, 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 Contractor's suppliers, except for non-performance caused by a Force Majeure Event; (x) any delay preventable by Contractor 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 were 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 log 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, Contractor 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 offering 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.

Contractor will 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, Contractor will notify County of the aggregate number of Credits accrued during the immediately preceding contract year for each C3 AI Software offering, and Contractor will apply such Credits towards the subscription fees owed to Contractor for the respective C3 AI Software offering for the next contract year. Credits can be applied by County only towards subscription fees owed to Contractor 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 Contractor meets or exceed the Target Availability Level for a C3 AI Software offering in a calendar year, County will have no right to obtain Credit(s) for that C3 AI Software offering in the applicable contract year. The remedies set forth in this SLA are County's sole and exclusive remedy and Contractor's sole liability for breach of availability obligations related to C3 AI Software.

Exhibit D California Department of Justice and County of San Mateo Data Security Policies

1. C3 shall provide a list of its employees that require access to the County's system and data pursuant to the Agreement. The list shall be updated and provided to the Departments and the County's Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
2. C3 and the County will jointly complete the US DOJ Cloud Requirements matrix, network diagram, and application forms for DOJ approval of the production environment.
3. C3 agrees to comply with the CJIS Policy at https://le.fbi.gov/file-repository/cjis_security_policy_v5-9-2_20221207-1.pdf/view, the CLETS Private Contractor Management Control Agreement, and the County of San Mateo Vendor/Contractor Access Policy (updated as of October 22, 2018).