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ADDENDUM TO ORDER FORM
Between
LARAMIE COUNTY AND C3.ai, Inc.

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, (“COUNTY”) and c3.ai, Inc., 1400 Seaport Blvd, Ste 100, Redwood City, CA 94063 (“CONTRACTOR”) (COUNTY and CONTRACTOR collectively known as “Parties” herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the “ORDER” and its attachments (collectively referred to as “Agreement”), attached and incorporated herein as “**Attachment A.**” The Agreement is for CONTRACTOR to provide a Pilot service for a C3 AI Google cloud hosting service, further detailed in Exhibit A of Agreement account for COUNTY, as a potential advanced solution for appraisal data for the Assessor’s office. The Agreement comprises of an Order (2 pages), Exhibit A (2 pages), and C3 AI End User License Agreement (“EULA”, 10 pages). For purposes of clarity, the Agreement refers to CONTRACTOR as “C3 AI”, and COUNTY as “Customer”

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided in Agreement (three months).

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR one dollar (\$1.00) for the services detailed in Agreement.

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in Agreement.

V. MODIFICATIONS

- A. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum. Any agreement to indemnify and hold harmless CONTRACTOR does not waive said Immunity. Where a conflict exists or arises between any provision or

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condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

- B. Confidentiality and Public Records Act: The Parties acknowledge that Wyoming is a non-disclosure state for real estate prices and statements of consideration and is not a public record. Data obtained through this Agreement is subject both to Wyo. Stat. § 34-1-142 et. seq. and subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information and in accordance with these statutes.

[remainder of page intentionally left blank, signatures on following page]

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Between
LARAMIE COUNTY AND C3.ai, Inc.

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: C3.ai., Inc.

DocuSigned by:
By:  _____ Date 12/12/2024
Andrew Thomas, General Counsel
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This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Laramie County Attorney's Office



ORDER

THIS ORDER (this “**Order**”) between **Laramie County, Wyoming** (“**Customer**” or “**Laramie County**”) and **C3.ai, Inc.** (“**C3 AI**”) is effective as of the date of last signature to this Order. (“**Effective Date**”). C3 AI and Customer may also be referred to herein each as a “**Party**” and collectively as the “**Parties**.” The capitalized terms used, but not defined, in this Order have the meanings set forth in the EULA.

1. Commercial Terms

- A. C3 AI Subscription Term: A pilot (“**Pilot**”) beginning on the Effective Date and continuing until three (3) months therefrom.
- B. Deployment Infrastructure: C3 AI Google cloud hosting services account.

2. Fees

TABLE 1 – C3 AI Subscription Fees*

C3 AI Services	Pilot Phase (Up to 3 Months)
<u>C3 AI Subscription</u>	\$250,001
C3 AI Residential Property Appraisal	Included
Number of Included CoE FTE Resources	3
CoE FTE Resources Fees ²	Included
GCP Credit	(\$250,000)
Total	\$1

* Pricing includes Hosting Services Fees in a C3 AI Hosting Account.

3. Fees and Payment Terms

- A. C3 AI Subscription Fees
 - i. Pilot: The fee for the Pilot, deducting C3 AI Credits, is \$1 (the “**Pilot Fee**”), and is an irrevocable, nonrefundable commitment on the Effective Date and will be invoiced on the Effective Date. The Parties acknowledge that Google LLC has committed to pay \$250,000 of the Pilot Fee on behalf of Customer to C3 AI.
- B. CoE FTE. The Parties have designated an initial objective for the CoE during the Pilot as specified in Exhibit A.

4. Additional Terms

- A. EULA. This Order is subject to the terms of the C3 AI End User License Agreement found at <https://c3.ai/legal/c3-ai-EULA.pdf> (the “**EULA**”), which is incorporated herein by reference.
- B. Reimbursement of Expenses: Upon prior written approval by Customer, C3 shall be reimbursed at cost for any reasonable and necessary expenses for travel and lodging incurred by C3 AI during the provision of C3 AI Services


to Customer.

- C. Execution of this Order Form by Customer shall not bind Customer to any term, or extension thereof, beyond the three-month term set forth in Section I.A of this Order, nor shall it bind Customer to any expenditure of funds beyond that set forth in Section 2, Table I of this Order (i.e., \$1).

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

C3.ai, Inc.

Laramie County Assessor

By: 
Name: Andrew Thomas
Title: General Counsel
Date: 12/12/2024

By: _____
Name: _____
Title: _____
Date: _____

Address
for Notice: General Counsel
1400 Seaport Boulevard
Redwood City, CA 94063
USA
Email: C3Legal@C3.ai

Address
for Notice: Laramie County Assessor
309 W 20th St, Suite 1100, WY
Cheyenne, WY
USA
Email: _____

Exhibit A – CoE Pilot Phase Initial Objective

The Parties have designated an initial objective for the Pilots Phase. Customer may change the overall objective of the CoE during each of the Pilot Phases in coordination with C3 AI and subject to the remaining available CoE FTE resources ordered in the Order.

The scope of the Pilot will be up to 50,000 single-family residence parcels in Laramie County (“In-Scope Properties”). The proposed scope of the Pilot will also be limited to up to three (3) static data sources – CAMA, GIS and MLS data – up to forty (40) users, and up to four (4) years of historical data.

The Pilot will be supported by C3 AI through a joint AI Center of Excellence (“Laramie CoE”) comprising of Natrona and Laramie County Assessor’s Office personnel and three (3) C3 AI full-time equivalent personnel (“FTEs”) with solution architecture, data integration, data science, and application configuration expertise.

The joint objective of the Laramie CoE is to:

- Deploy C3 AI Residential Property Appraisal in C3 AI’s GCP cloud environment.
- Ingest and unify up to four (4) years of historical extracts and configure up to three (3) static data sources, CAMA, GIS and MLS data, as outlined in Table 2.
- Onboard up to forty (40) users from Natrona and Laramie County Assessor’s Office joining the Pilot.
- Configure one (1) machine-learning Automated Valuation Mode (AVM) to estimate property valuations and confidence scores for In-Scope properties.
- Configure up to **nine (9) user interface screens** to visualize the unified, federated data image and AVM results:
 1. **Supervisor Dashboard:** Evaluate organizational performance and pending appraisals
 2. **Supervisor Dashboard- IAAO Standards:** Measure key performance indicators recommended by the International Association of Assessing Officers
 3. **Appraiser Dashboard:** Prioritize all pending or overdue appraisals across neighborhoods
 4. **Property Search:** Filter and sort all available properties within a jurisdiction
 5. **Property Details:** Display the most relevant parcel details and event history
 6. **Event Dashboard:** Bulk-appraise properties or triage for human-in-the-loop review
 7. **Event Details:** View all relevant information about the appraisal event such as property details, images, AI-AVM value evidence packages, and sales comparable properties
 8. **Model Operations:** Interface with AI-AVM machine learning models for maintenance, updates, and performance management
 9. **Administrative Settings:** Set thresholds for event priorities and schedule AVM run times
- Conduct up to three (3) virtual end-user training sessions of C3 AI Residential Property Appraisal.
- Complete integration, quality assurance, performance, and user-acceptance testing.
- Enable file exports to support bi-directional integration to write back AVM results to the CAMA system.
- Establish a scale-out plan for C3 AI Residential Property Appraisal across Natrona and Laramie County.

The Laramie County Assessor’s Office will need to perform the following activities to ensure a successful deployment:

- i. Provide static data extracts from the In-Scope Data Sources in Table 2 within two (2) weeks of Order execution.

- ii. Make subject matter experts and other Assessor's Office personnel available as defined in Table 3.
- iii. Support product configuration by attending workshops to review user interfaces, develop analytics and configure the application.

If Customer fails to perform the activities (i – iii) the Proposed within the timeframes specified above, C3 AI reserves the right at its sole discretion, to modify the Subscription Term.

Table 2: In-Scope Data

Type of Data (System Name)	Description and Example Fields	Expected Data Format
CAMA	CAMA, housing all property characteristics, sales prices, and fair market valuations	CSV
GIS	Geospatial characteristics of properties (e.g., zoning code, topography, parcel boundaries, economically significant locations)	CSV
MLS Data	Current and historical listing data of properties with insight to property features and quality	API or CSV

Table 3: Required Customer and C3 AI Resources

Team	Role	Responsibilities
C3 AI	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Manager 1 FTE	Manages the day-to-day activities of Project team
	Data Scientist 1 FTE	Develops and validates machine learning models
	Solutions Engineer 1 FTE	Performs data integration, supports machine learning, configures application user interface
Customer	Executive Sponsor	Ensure overall project direction, unblock issues
	Project Management 1 individual throughout the project (<4 hours per week)	Day-to-day project operations and co-ordination with other resources and groups
	IT/Systems Resource (1-2 hours per week during the first 4 weeks)	Supports extraction of required data, and integration to source systems
	Subject Matter Expert 1-2 individuals (1-2 hours per week during first 8 weeks)	Join and participate actively in weekly meetings to provide required subject matter expertise and feedback through the project