

RESOLUTION APPROVING PURCHASE AND CUSTOMER AGREEMENT WITH VOLT, INC. AND ASHTABULA COUNTY FOR AI VIDEO INTELLIGENCE AT THE SHERIFF'S DEPARTMENT

WHEREAS, William Niemi, Ashtabula County Sheriff, has presented an agreement for the approval of this Board;
to-wit:

Provider: Volt, Inc. 4600 East-West Hwy., Bethesda, MD 20814

Service: Provide AI video intelligence for the Sheriff's Department.

Cost: **Not To Exceed \$10,200.00**

Term: Term of 1 year begins upon signing

WHEREAS, The submitted agreement has been reviewed by the Board and is found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the Agreement as noted above is approved in accordance with a copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-593

December 31, 2024

**RESOLUTION APPROVING PURCHASE AND CUSTOMER AGREEMENT WITH
VOLT, INC. AND ASHTABULA COUNTY FOR AI VIDEO INTELLIGENCE AT THE
SHERIFF'S DEPARTMENT**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV	Aye
Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

, Acting



Volt Inc
 4600 East-West Hwy, Suite 620
 Bethesda, MD 20814

DATE
 10/09/2024
 SALES ORDER NO
 2024-12238

Customer

Quote prepared by Sahana Willford

Company Name

Contact Sheriff William Niemi
Address 25 W Jefferson St.
 Jefferson, OH 44047
Phone (440) 576-3508
Email WRNiemi@ashtabulacounty.us

Phone (304) 593-2628
Email sahana@volt.ai

	Price Per Stream	Unit	Streams	Annual Price
VOLT AI Video Intelligence Professional <ul style="list-style-type: none"> - Real-time AI-powered platform that analyzes all security streams 24/7 - Interactive digital twin of your facilities - Continuously evolving cutting edge Machine Learning models trained to detect a wide range of scenarios - Human-in-the-loop validation to minimize false positives - Company-wide access with tiered access levels - Mobile notifications - On-demand 24/7 video storage - Premium Support 	\$25.00	per stream/ per month	34	\$10,200
<ul style="list-style-type: none"> - Dedicated, technical support representative - Ongoing stream set-up support and offline monitoring - Ongoing stream detection tests - Feature request prioritization 	\$6-MSRP- INCLUDED	per stream/ per month	0	\$0.00

Annual Recurring Total **\$10,200.00**

Subscription Term
 12/1/2024-11/30/2025

Number of Month 12

Payment Terms Net 30

First Year Invoice Total \$ **10,200.00**

Subject to MSA Attached

Customer Responsible for all applicable Sales, Use, or VAT taxes.

Signature _____

Print _____

Date _____

Signature _____

Print _____

Date _____

VOLT

DocuSigned by:

Julia Fletcher

92250C55CA044E2...

Julia Fletcher, Head of Finance

10/29/2024

www.volt.ai

Customer Agreement

This Customer Agreement (the "Agreement") is between Volt, Inc., a Delaware corporation ("Company") and Ashtabula County Sheriff's Office ("Customer").

1. SERVICE AND RESTRICTIONS

- 1.1 **Service.** Company and Customer may enter into one or more order forms (each, an "Order") for Company's service and/or product (the "Service"). Each Order will describe the Service configuration Company will provide, any usage restrictions related to Customer's use of the Service, the applicable subscription term for the Service (the "Subscription Term"), and the fees and payment terms associated with that Order. Upon execution by the parties, each Order is incorporated into this Agreement. Subject to Customer's compliance with this Agreement, Company shall provide Customer with access to the Service (in the configuration identified in the Order) during the Subscription Term for Customer's internal business purposes. Company shall provide Customer with access information and account credentials for the Service, which are Company's Confidential Information (as defined below). Customer's use of the Service is limited to the configuration set forth in each Order with respect to applicable locations and the number of managed cameras or other devices at such locations. If Customer desires to change the configuration of the Service or modify any usage restrictions, the parties must enter into a new Order. To the extent Company and Customer have entered into a pilot or evaluation agreement with respect to the Service prior to the Effective Date (a "Prior Agreement"), such Prior Agreement is terminated.
- 1.2 **Company Equipment.** As part of the Service, Customer shall permit Company or its representatives to install on Customer's premises Company's hardware, equipment or other tangible materials (collectively, "Company Equipment") that is required for the Service to operate. Title to any Company Equipment provided to Customer by Company in connection with this Agreement shall remain with Company. Company retains the right to replace, modify, or remove the Company Equipment at any point during the Subscription Term. Customer shall maintain Company Equipment in accordance with Company's documentation and guidelines and protect it from damage, misuse, loss, or destruction. Customer may only use Company Equipment in connection with its use of the Service. Customer is responsible for any damage, misuse, loss, or destruction of Company Equipment except to the extent such damage, misuse, loss or destruction is caused by Company. Promptly following termination of this Agreement, Customer shall return Company Equipment to Company at Company's expense in accordance with Company's written instructions.
- 1.3 **Restrictions.** Customer shall not, and shall not permit, authorize, or assist any third party to: (1) modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service or Company Equipment; (2) use or integrate the Service or Company Equipment with any software, hardware, or system other than Customer's computer equipment on which the Service is designed to

operate; (3) sell, resell, license, sublicense, distribute, rent or lease any part of the Service or Company Equipment or provide any third party with access to the Service or Company Equipment; (4) disclose to any third party any results of any benchmark or other performance tests of the Service; (5) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Service or Company Equipment; (6) copy, frame, or mirror any part of the Service; (7) attempt to disrupt, degrade, impair, or violate the integrity or security of the Service, including, without limitation, by executing any form of network monitoring; (8) interfere with or disrupt the integrity or performance of the Services or the data contained therein or (9) use the Service to store or transmit any malicious code. Company may monitor Customer's use of the Service and may suspend any use of the Service that Company determines to be or reasonably believes may be in violation of the foregoing restrictions; provided, however, that prior to suspending any provision of the Service, Company may provide Customer with written notice of the violation or suspected violation and Customer shall have the opportunity to cure such violation (if curable) during the 30-day period following receipt of such notice.

- 1.4 **Export Restrictions; Government Rights.** Customer may not remove or export from the United States or allow the export or re-export of the Service, Company Equipment, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Company provides the Service and Company Equipment, including related software and technology, that may be delivered to a federal government end user, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a governmental agency has a need for rights not granted under this Agreement, it must negotiate with Company to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- 1.5 **No Protected Information.** Customer agrees that it shall not disclose to Company or process or submit via the Service any information that is: (1) "personal health information," as defined under the Health Insurance Portability and Accountability Act of the United States of America; (2) government-issued identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers; (3) financial account information; (4) payment card data; (5) biometric information; or (6) "sensitive" personal data, as defined under Directive 95/46/EC of the European Parliament and any national laws adopted pursuant thereto.

- 1.6 Use of Data; Customer Data.** Company may collect technical and usage data in connection with Customer's use of the Service (the "**Usage Data**"). Any such Usage Data is owned by the Company and Company may use and exploit it in any manner without restriction. Customer agrees that Company may also use video footage from Customer's use of the Service to train Company's AI Models. For purposes of this Agreement, AI Models means a machine-based system, tool or model that is designed to operate with varying levels of autonomy and that can, for explicit or implicit objectives, generate outputs such as content, predictions, recommendations or decisions that influence physical or virtual environments (including an artificial intelligence model that is trained on broad data at scale, is designed for generality of output, and can be adapted to a wide range of distinctive tasks). Customer retains ownership of any data or other information input into the Service by Customer, including video records of Customer personnel and facilities, as well as mapping data (collectively, "**Customer Data**"). Company may internally use Customer Data to provide the Service to Customer and to improve the Service (during and after the term of this Agreement).
- 1.7 Customer Equipment.** Customer is responsible for obtaining and maintaining any hardware, equipment, services, or other technology needed to connect to, access, or otherwise use the Service ("**Customer Equipment**"). Customer is responsible for the security of the Customer Equipment and for all uses of Customer Equipment.
- 1.8 Feedback.** Customer may provide suggestions, comments or other feedback ("**Feedback**") to Company with respect to the Service. All Feedback is entirely voluntarily and shall not, absent a separate written agreement between the parties, create any confidentiality obligation for Company. Company shall own any Feedback provided by Customer and Company may freely use, disclose, reproduce, license, distribute, or exploit the Feedback during and following the Subscription Term without restriction.

2. COMMERCIAL TERMS

- 2.1 Fees.** Customer shall pay Company the fees described in each Order. Unless otherwise set forth in an Order, Customer shall pay such fees not later than 30 days after receipt of Company's invoice therefor. All fees are based on subscriptions purchased and not actual usage. Payment obligations are not cancelable, and fees paid are non-refundable. Company reserves the right to change the applicable fees for the Service and to institute new charges and fees upon the expiration of the Subscription Term. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall pay all taxes associated with the Service other than U.S. taxes based on Company's net income.
- 2.2 Availability of Service.** Company shall provide the Services in accordance with the service level agreement attached hereto as Exhibit A.

- 2.3 **Support and Maintenance Services.** Company will use commercially reasonable efforts to provide Customer with all updates, upgrades, bug fixes, and error corrections to the Service that Company provides to its other customers.
- 2.4 **Term.** The term of this Agreement begins on the Effective Date (as defined below) and continues until the end of the last Subscription Term under the last Order. Unless otherwise set forth in an Order, the Subscription Term in an Order will automatically renew for an additional period equal to the original Subscription Term unless a party provides the other party with written notice of termination not less than 30 days prior to the expiration of the then-current Subscription Term.
- 2.5 **Effectiveness and Date.** This Agreement will become effective when all parties have signed it. Each party is signing this Agreement on the date stated opposite that party's signature. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) (the "Effective Date"). If a party signs this Agreement but fails to date their signature, the date the other party receives the signing party's signature will be deemed to be the date the signing party signed this Agreement.
- 2.6 **Termination for Breach.** In addition to any other remedies it may have, a party may also terminate this Agreement on 30 days' notice if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach during such 30-day notice period. In the event Company terminates this Agreement as a result of Customer's uncured breach, Customer shall pay all fees through the entire Subscription Term. In the event Customer terminates this Agreement as a result of Company's uncured breach, Customer will pay in full for the Service up to and including the last day on which the Service is provided.
- 2.7 **Effect of Termination.** Upon termination of this Agreement, Company will immediately terminate Customer's access to the Service and either (1) Company shall be permitted to enter Customer's premises to retrieve any Company Equipment or (2) Customer shall promptly return Company Equipment at Company's cost and in accordance with Company's instructions. Obligations that are intended to survive the termination of this Agreement, including but not limited to Sections 2.7, 3, 4.2, 4.3, 4.4, 4.5, 4.6 and 5, shall survive the termination of this Agreement.
- 2.8 **Termination for Insolvency.** Either party may terminate this Agreement and any licenses granted hereunder, upon written notice if the other party: (a) becomes insolvent; (b) files has a petition filed against it, under Chapter 7 of the US bankruptcy code; or (c) ceases to carry on business in the ordinary course.
- 2.9 **Free Services.** The following applies to any use of the (i) Service that Company makes available to Customer without charging a fee ("Free Services") and (ii) services or functionality that Company makes available to Customer and that is not generally made available to Company customers and/or is designated as beta, pilot, preview, or similar designation ("Beta Services"). Unless otherwise set forth in an Order : (a) Free Services

and Beta Services offered at no charge will be subject to the Fees upon expiration of any free period term set forth in an applicable Order or if there is no term in an Order, upon 15 days' notice by Company; (b) free trials for new Customers have a 14-day term and Company's right to use customer name and logo under Section 5.8 will not be in effect during the free trial period; (c) Company reserves the right to discontinue or modify the provision of any Beta Services at any time with or without notice; (d) Section 2.2, 2.3, 4.1 and 4.2, to the extent they apply to Company, do not apply to Free Services and Beta Services; and (e) Company's liability for any losses or damages is subject to a cumulative and aggregate cap of \$5,000.

3. CONFIDENTIALITY

- 3.1 Definition.** "Confidential Information" means any information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether before or after the date of this Agreement, that (1) is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature, (2) if not marked, Receiving Party should reasonably understand to be the confidential or trade secret information of Disclosing Party, or (3) is oral information disclosed by Disclosing Party to Receiving Party, provided that such information is designated as confidential at the time of disclosure and Disclosing Party reduces such information to writing within a reasonable time after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to Receiving Party.
- 3.2 Obligations.** Receiving Party shall not use Confidential Information except to exercise its rights and perform its obligations under this Agreement. Receiving Party shall not disclose Confidential Information to any third party without the prior written approval of Disclosing Party. Receiving Party shall disclose Confidential Information internally only to those employees or independent contractors of Receiving Party who need to know Confidential Information in order for Receiving Party to exercise its rights and perform its obligations under this Agreement and who are bound by written confidentiality obligations at least as protective as this Agreement. Receiving Party shall take precautions to prevent disclosure or use of Confidential Information other than as authorized in this Agreement. Those precautions must be at least as effective as those taken by Receiving Party to protect its own Confidential Information or those that would be taken by a reasonable person in the position of Receiving Party, whichever are more effective. Receiving Party shall promptly notify Disclosing Party of any actual or suspected misuse or unauthorized disclosure of Disclosing Party's Confidential Information.
- 3.3 Exceptions.** Receiving Party has no obligations under section 3.2 with respect to information that (1) was already public when Disclosing Party discloses it to Receiving Party or becomes public (other than as a result of breach of this Agreement by Receiving Party) after Disclosing Party discloses it to Receiving Party, (2) when Disclosing Party discloses it to Receiving Party, is already in the possession of Receiving Party as the result

of disclosure by a third party not then under an obligation to Disclosing Party to keep that information confidential, (3) after Disclosing Party discloses it to Receiving Party, is disclosed to Receiving Party by a third party not then under an obligation to Disclosing Party to keep that information confidential, or (4) was independently developed by Receiving Party without any use of or reference to Disclosing Party's Confidential Information.

- 3.4 Compelled Disclosure.** If Receiving Party is required to disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, Receiving Party shall, to the extent allowed by law and prior to any such disclosure (1) provide prompt notice to Disclosing Party of such disclosure requirement and (2) cooperate with Disclosing Party to obtain a protective order or otherwise prevent public disclosure of such information. Receiving Party shall limit any required disclosure to the particular Confidential Information required to be disclosed.
- 3.5 Return of Confidential Information.** Upon termination of this Agreement, Receiving Party shall promptly either deliver to Disclosing Party all of Disclosing Party's Confidential Information that Receiving Party has in its possession or control or at the request of Disclosing Party, destroy it. Notwithstanding the foregoing, (1) each party may retain Confidential Information that is contained in an automatic archived computer system backup; provided, however, that any such Confidential Information contained in such automatic archived computer system backup shall be subject to the terms and conditions of this Agreement and shall be accessible only to that party's IT professionals, and (2) nothing in this Agreement shall prohibit the a party from retaining one copy of any of the Confidential Information with its legal counsel in a manner designed to ensure compliance with applicable law or legal process.
- 3.6 Injunctive Relief.** Any breach of Receiving Party's obligations with respect to Confidential Information and intellectual property rights may cause substantial harm to Disclosing Party, which could not be remedied by payment of damages alone. Disclosing Party has the right to seek prelliminary and permanent injunctive relief for such breach in any jurisdiction where damage may occur without a requirement to post a bond, in addition to all other remedies available to it for any such breach.
- 3.7 Survival of Confidentiality Obligations.** Receiving Party shall comply with its obligations under this section 3 during the term of this Agreement and for a period of five (5) years thereafter, provided that for any Confidential Information that is a trade secret of Disclosing Party, such obligations shall continue in perpetuity for so long as such Confidential Information remains a trade secret.

4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION AND DISCLAIMERS

- 4.1 Representations and Warranties.** Each party states that it (i) has the power to enter into this Agreement, (ii) has all necessary rights, approval, permits and consents to enter into and perform its obligations under this Agreement, and that it will comply with all applicable laws in relation to its performance under this Agreement. Company warrants

that (1) the Service will operate substantially in accordance with its documentation and (2) to the knowledge of Company, the Service when and as delivered or provided to Customer, is free of any code that is designed to disrupt, disable, harm, modify, delete, or otherwise impair the operation of the Service or any of Customer's software, computer systems, or networks. Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of the foregoing shall be Company's use of reasonable efforts to maintain the Service as described in this Agreement.

- 4.2 Company Indemnification.** Subject to the exceptions below, Company shall indemnify and defend Customer against all third-party claims alleging that Customer's use of the Service as authorized hereunder infringes or misappropriates any United States patent, copyright, or trade secret (a "Claim"). Company shall have no obligation to indemnify Customer to the extent a Claim arises out of or is based on: (1) materials, equipment, software, or technology not supplied by Company, (2) Company's compliance with the written instructions provided by Customer, (3) modification of the Service by anyone other than Company, (4) combination of the Service with any materials, equipment, software, or technology where the alleged infringement would not have arisen in the absence of such combination, (5) Customer's alleged or actual breach of this Agreement, or (6) Customer's continuing the allegedly infringing, violating, or misappropriating activity after being notified or after being informed of modifications that would have avoided the alleged infringement. This section states Company's sole and exclusive liability to Customer, and Customer's sole and exclusive remedy for, claims of infringement, violation, or misappropriation of intellectual property rights.
- 4.3 Customer Indemnification.** Customer shall indemnify and defend Company against all third-party claims alleging (1) that Company's use and exploitation of the Customer Data as authorized in this Agreement infringes, violates, or misappropriates any intellectual property rights or privacy rights or (2) any damages, costs, fines, judgments, losses, or liabilities arising out of Customer's use of the Service in violation of this Agreement (excluding any Claim for which Company has an obligation to indemnify).
- 4.4 Indemnification Procedure.** The indemnified party shall (1) promptly notify the indemnifying party of an applicable claim in writing, (2) give the indemnifying party sole control of the defense and settlement of the applicable claim, and (3) cooperate with the indemnifying party in the defense or settlement of a claim. An indemnified party may participate in the defense of a claim at its own expense.
- 4.5 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICE, COMPANY EQUIPMENT, AND DOCUMENTATION ARE PROVIDED "AS-IS," "WHERE-IS," AND "AS-AVAILABLE" WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTY SUPPLIERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "COMPANY PARTIES") ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY,

TITLE, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. NONE OF THE COMPANY PARTIES MAKES ANY REPRESENTATION OR WARRANTY THAT THE SERVICE OR COMPANY EQUIPMENT WILL MEET REQUIREMENTS, OR THAT THE SERVICE OR COMPANY EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR COMPANY EQUIPMENT OR AS TO THE ACCURACY, TRUTHFULNESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR COMPANY EQUIPMENT OR THAT DEFECTS IN THE SERVICE OR COMPANY EQUIPMENT WILL BE CORRECTED.

AS BETWEEN CUSTOMER AND THE COMPANY PARTIES, COMPANY IS SOLELY RESPONSIBLE FOR (AND HEREBY WAIVES, RELEASES AND DISCHARGES THE COMPANY PARTIES FROM ANY AND ALL LIABILITIES FOR) ANY AND ALL DAMAGES, LOSSES, AND INJURIES ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM CUSTOMERS' USE OF THE SERVICE OR COMPANY EQUIPMENT, INCLUDING ANY AND ALL DECISIONS MADE BY CUSTOMER ON THE BASIS OF SUCH USE.

CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE VOLT SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ACCORDINGLY, VOLT WILL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

CUSTOMER ACKNOWLEDGES THAT THE SERVICE AND COMPANY EQUIPMENT PROVIDE ADDITIONAL LEVELS OF SECURITY BUT THEY DO NOT GUARANTEE THAT CUSTOMER WILL NOT EXPERIENCE BREACHES OF ITS SECURITY. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICE UTILIZES AI AND MACHINE LEARNING MODELS, AND THE OUTPUT OF SUCH SERVICE IS DEPENDENT ON THE RULES PROVIDED BY CUSTOMER. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR THE RULES IT USES USE FOR THE SERVICE AND THE COMPANY PARTIES SHALL HAVE NO LIABILITY WITH TO THE EXTENT SUCH RULES ARE INADEQUATE TO DETECT CERTAIN BREACHES IN CUSTOMER'S SECURITY.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THE SERVICE AND COMPANY EQUIPMENT MAY RELY UPON THIRD-PARTY SOFTWARE AND HARDWARE FOR CERTAIN FUNCTIONS AND, EXCEPT AS SET FORTH EXPRESSLY HEREIN, COMPANY MAKES NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTEE TO RESELLER THAT SUCH SOFTWARE OR HARDWARE WILL BE ERROR FREE, ACCOMPLISH A SPECIFIED PURPOSE OR PERFORM IN ACCORDANCE WITH ANY PARTICULAR STANDARD, LEVEL OR METRIC AND COMPANY WILL NOT BE LIABLE TO RESELLER FOR ANY FAILURE THEREOF.

- 4.6** **Limitation of Liability.** Except for breach of Section 2, in no event will Company be liable to Customer for any consequential damages or damages related to loss of data, loss of system availability, Service failure or lack of Service performance, loss of computer run

time, or lost profits or revenue. Company's maximum liability to Customer for claims arising out of this Agreement shall not exceed the amounts paid or payable by Customer to Company hereunder in the twelve-month period immediately preceding the event giving rise to the applicable claim. The foregoing limitations will survive and apply notwithstanding any failure of the essential purpose of any limited remedy provided in this Agreement.

5. MISCELLANEOUS

- 5.1 Governing Law.** Delaware law governs all adversarial proceedings arising out of this Agreement.
- 5.2 Venue.** Customer hereby consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or, if appropriate, a United States District Court for the District of Delaware for any other residual claims. In the event of arbitration or litigation arising out of or relating to this Agreement, or the Service provided under this Agreement, the prevailing party shall be entitled to recover attorney's fees, and all other related and reasonable expenses incurred in such arbitration or litigation, from the other party.
- 5.3 Severability.** The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
- 5.4 Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 5.5 Assignment.** Except with the prior written approval of Company, Customer shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion, right, or license granted under this Agreement, (2) any right to satisfy a condition under this Agreement, (3) any remedy under this Agreement, or (4) any obligation imposed under this Agreement. Any purported transfer in violation of this section will be void.
- 5.6 Amendment.** No modification of this Agreement will be effective unless it is in writing and signed by the parties.

5.7 **Notices.** For a notice of other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email, when directed to the email address below. A valid notice or other communication under this Agreement via the methods (1) through (3) above will be effective when received by the party to which it is addressed and if via email, when receipt is confirmed by a non-automated response. If the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, the notice or communication will be deemed received upon that rejection, refusal, or inability to deliver. Notices or other communications to a party must be addressed using the information specified below for that party or any other information specified by that party in a notice under this section.

Company Notice:

Attn: VOLT Legal
Egor Olteanu
4600 East-West Hwy
Bethesda, MD 20814
Email: legal@volt.ai

Customer Notice:

Attn: Sheriff William Niemi
William Niemi
25 W. Jefferson St.
Jefferson, OH 44047
Email: WRNiemi@ashtabulacounty.us

5.8 **Publicity.** Neither party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's marks or logos without the prior written consent of the other party; provided, however, Company may include Customer's name and logo in its lists of Company customers, its public website and other promotional material, in each case in accordance with any Customer brand guidelines to the extent available to Company. Company agrees to cease such uses of Customer's name and logo within 30 days following Customer's request submitted at _____.

5.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all prior or contemporaneous discussions, or presentations and proposals, written or oral relating to such subject matter.

	VOLT, INC
Date: <u>10-29-</u> _____, 2024	By: _____
	Name: <u>William R. Niemi</u>
	Title: <u>SHERIFF</u>

Volt Inc

DocuSigned by:
Julia Fletcher
92250C55CA044E2

Julia Fletcher

VP of Finance

12/16/2024

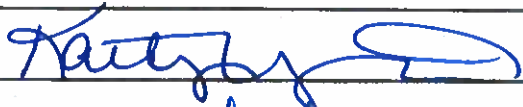
Ashtabula Co. Commissioner	Ashtabula County Sheriff's Office
Date: 10-28 12/24, 2024	By: _____
 Kaitlyn	Name: <u>William R. Keenan</u>
President	Title: <u>SHERIFF</u>

Exhibit A

Service Level Agreement

1. Up-Time and Reliability: Company will use reasonable commercial efforts with the intent that Services will be available and operational to Customer for 99% of all Scheduled Availability Time. "Scheduled Availability Time" shall be defined as twenty-four (24) hours a day, seven (7) days a week, excluding: (i) scheduled maintenance downtime; (ii) maintenance downtime for specific critical Service issues; and (iii) any downtime due to defects caused by Customer, one of its vendors, third party connections, utilities, or caused by other forces beyond the control of Company (such as internet outages or outages with respect to Customer's network or internet access). Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption.

2. Maintenance: Company will make available to Customer as part of the Services, all generally available enhancements, updates and bug fixes to the Services.

3. Customer Responsibility: In addition to other responsibilities contained herein, Customer will be responsible for ongoing accuracy of the information supplied to Company from Customer pertaining to Customer's billing and finance department.

4. Support: Company is available to receive product support inquiries via email or the Company website 24 hours per day. Company Standard Support Hours are 9:00 to 17:00 Eastern Time Monday through Friday for technical information, technical advice and technical consultation regarding Customer's use of the Services.

5. Customer Support List: Customer shall provide to Company, and keep current, a list of designated contacts and contact information (the "Support List") for Company to contact for support services. Such Support List shall include (i) the first person to contact for the answer or assistance desired, and (ii) the persons in successively more responsible or qualified positions to provide the answer or assistance desired.

6. Classification of Problems: Company shall classify each problem encountered by Customer according to the following definitions and will use reasonable commercial efforts to address the problem in accordance with such classification according to the table below.

7. SEVERITY LEVELS AND RESPONSE TIMES

Priority code	Priority description	Action required	Expected response times
P1	Mission Critical. Data collection services and data reporting services are down, causing critical impact to business operations; no workaround available.	Escalation in accordance with provisions "Escalation procedures" section below.	Company will provide a status update by telephone and/or e-mail. Company's goal for resolution of P1 issues is within two (2) calendar days of Customer's receipt of issue notification.
P2	High. Data collection services and data reporting services are significantly degraded and/or impacting significant aspects of business operations.	Escalation in accordance with provisions "Escalation procedures" section below.	Company will provide a status update by telephone, e-mail, or via automated notification within the reporting interface of the Measurement Services as mutually agreed upon by the Parties, as warranted until (i) the problem is resolved, (ii) an acceptable workaround is found or (iii) the problem is determined to be outside of Company's ability to control.
Priority code	Contact type	Name of Volt.ai contact / Role	Contact Email address
P1	Primary	Key Tech Staffer/ First Available	help@volt.ai
	Secondary	Customer Success Team	support@volt.ai
P2	Primary	All Staff / First Available	help@volt.ai
	Secondary	Customer Success Team	support@volt.ai