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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Sailaja Suresh, Executive Director, Office of Chief of Systems and Services

Meeting Date January 8, 2025

Subject No-Cost Pilot Agreement - Volt AI - Security Camera Enhancement Pilot Project - Office of the Chief of Systems and Services

Ask of the Board Approval of a No-Cost Pilot Agreement by and between the District and Volt AI, Bethesda, MD, for the latter to pilot software to enhance security after hours and during weekends, with existing camera feeds, for the period of November 21, 2024 through January 21, 2025, at no cost to the District.

Background After hours, during weekends, and school vacation periods, many district campuses have been targets for coordinated thefts. Given the limited ability of the District, City, and contracted staff to be available to monitor and respond to potential issues during these time periods, the District is exploring no and low-cost options to detect perimeter breaches using virtual software tools, so that staff time and resources can be saved and only deployed in the cases of active situations. Before attempting to use these new technologies and efforts across the entire district, three non-school District locations have been selected as pilot locations, where only staff are present during normal working hours.

Discussion Building on the overall work over the past several years to improve the District's safety and security, this pilot project will allow the District to test new technology tools that could help mitigate safety and security issues at our campuses, particularly after normal working hours.

Fiscal Impact No anticipated fiscal impact for this pilot project, which will be at no cost through January 21, 2025.

Attachment(s)

- No-Cost Pilot Agreement

Pilot Agreement

This Customer Agreement (the “**Agreement**”) is between Volt, Inc., a Delaware corporation (“**Company**”) and Oakland Unified School District (“**Customer**”).

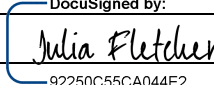
The parties hereby agree as follows:


1. **Software.** Under this Agreement, Volt will use commercially reasonable efforts to provide Customer a limited license to use Volt's platform ("Software") for the purpose of determining the usability, desirability, functionality, and compatibility of Software with Customer's applications and operations environment ("Pilot"). Volt hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Software during the Evaluation Period (as defined below) only in connection with Pilot. Volt hereby grants Customer a non-exclusive, non-transferable, non-sub-licensable license to use the Software during the Evaluation Period only in connection with Pilot.
2. **Hardware.** Title to hardware or other tangible materials, if any, that may be provided to Customer by Volt hereunder will remain with Volt, unless and until Customer elects to pay for them in full hereunder (or as specified in any Subscription Agreement), at which time title will transfer to Customer. If Customer does not elect to retain any hardware by 30 days after the Effective Date, Customer will promptly return all such tangible materials to Volt, or deliver them to Volt at a time and place agreed by the parties.
3. **Customer Equipment.** Customer will be responsible for receipt and maintaining any equipment and ancillary services needed to connect to, access or otherwise use Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, "Equipment"). Customer will also be responsible for maintaining the security of Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or Equipment with or without Customers knowledge or consent.
4. **Technical support.** For the duration of this Pilot, Volt will provide Customer with a reasonable amount of personalized technical support services for the Software using direct channels such as Slack and video conferencing, as designated by Volt, to enable successful deployment of solutions built using Volt.
5. **Duration and Location of Pilot.** the Pilot will start on November 21, 2024, and continue for a period of 60 days ("Evaluation Period"). The Pilot will be conducted at the following locations: Old Chabot Observatory Campus (OCO) located at 4916 Mountain Boulevard, Oakland, CA 94619, Warehouse located at 900 High Street, Oakland, CA 94601 and Facilities Department located at 955 High Street, Oakland, CA 94601 and no more than 30 camera dreams will be included.
6. **Feedback.** Customer shall use reasonable efforts to provide Volt with the results of its evaluation. Customer may, in its sole discretion, recommend improvements to the Software or to any technology of Volt used to create the Software (collectively, "**Feedback**"). Feedback shall not, absent a separate written agreement, create any confidentiality obligation for Volt. Volt will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

7. **Fees.** Customer will pay Volt a total of \$0.00 for Pilot. This fee, if any, will be payable on the Effective Date, and Customer shall pay such fee no later than 30 days after delivery of invoice by Volt.
8. **Compliance with laws.** Customer represents, covenants, and warrants that Customer will use the Software only in compliance with Volt's standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Volt against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Software. Although Volt has no obligation to monitor Customer's use of Software, Volt may do so and may prohibit any use of Software it believes may be (or alleged to be) in violation of the foregoing. Volt shall indemnify, defend and hold harmless Customer, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Customer Indemnified Parties") from any and all damages, claims, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation arising out of Volt's performance of this AGREEMENT.
9. **Restrictions and Responsibilities.** Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to Software; (b) modify, translate, or create derivative works based on Software; or (c) remove any proprietary notices or labels.
10. **Confidential Information.** Neither Party will use for its own account or for the account of any third party or disclose to any third party the Confidential Information of the other party. "Confidential Information" of Volt includes without limitation: (i) the Software, (ii) any information regarding the content, purpose, design or function of the Software or Volt's products or services. "Confidential Information" of each party will include any know-how, technical data or other information, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, developments, inventions, processes, marketing or finances, each to the extent provided by such party and designated as confidential. The parties understand, however, that Confidential Information will not include any information (x) that is generally known and available in the public domain at the time of disclosure without fault of the recipient, or (y) that was known to recipient without confidentiality restrictions prior to its receipt hereunder, or (z) that is hereafter rightfully furnished to the receiving party by a third party without restrictions on disclosure and without breach of confidentiality restriction. Each party shall use its best effort to protect the secrecy of and avoid disclosure or unauthorized use of the other party's Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures must include the highest degree of care that such receiving party utilizes to protect its own confidential information of a similar nature. Each party agrees to notify the other party immediately of any misuse or misappropriation of the other party's Confidential Information which may come to such party's attention.
11. **Customer Data and Volt Technology.** Customer will retain all rights, title and interest in and to any data or information produced during the Pilot by Customer using the Software, including video records of Customer personnel and facilities, and mapping data ("Customer Data"). To the extent Customer provides Volt with access to Customer Data, Volt may use such Customer Data for the purpose of improving the Software or related Volt products, but will use reasonable

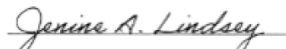
efforts to de-identify any such data. Volt will retain all right, title and interest in and to: (a) Software, all improvements, enhancements or modifications thereto, including but not limited to ideas, feedback and suggestions provided by Customer; (b) any software, applications, inventions or other technology developed by the Volt in connection with Pilot; and (c) all intellectual property rights related to any of the foregoing.

12. **Limitation of Liability.** IN NO EVENT WILL VOLT BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOSS OF SYSTEM AVAILABILITY, LOSS OF COMPUTER RUN TIME, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR OTHER MATERIALS OR INFORMATION PROVIDED BY VOLT .HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF VOLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.
13. **Independent contractors.** Customer and Volt are independent contractors in all matters relating to this Agreement, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Customer and Volt.
14. **Remedies.** Customer agrees that the obligations of Customer provided herein are necessary and reasonable in order to protect Volt and its business, and Customer expressly agrees that monetary damages would be inadequate to compensate Volt for any breach by Customer of its covenants and agreements set forth herein. Accordingly, Customer agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Volt and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Volt will be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach by Customer, without the necessity of proving actual damages.
15. **Miscellaneous.** Customer may not assign or sublicense or otherwise transfer the rights or licenses granted hereunder, by agreement or by operation of law, without the prior written consent of Volt, and all assignments in violation of this prohibition will be null and void. This Agreement is the entire agreement between the parties relating to the subject matter hereof and may only be modified in writing signed by both parties. Failure to enforce any provisions of this Agreement by VOLT will not constitute a waiver. Delaware law governs all adversarial proceedings arising out of this Agreement. If any provision or clause of this Agreement is held unenforceable, the remainder of this Agreement will continue in full force and effect. The parties may execute this Agreement by electronic signatures or by facsimile in counterparts, which taken together will constitute one instrument. Any notice under this Agreement must be in writing and delivered personally or by overnight courier or sent by email with return receipt. The section headings of this Agreement are for convenience only and have no value for interpretation of agreement.

	VOLT, INC.
Date: <u>11/22/2024</u> , 2024	DocuSigned by: By: <u></u>
	Name: <u>Julia Fletcher</u>
	Title: <u>VP of Finance</u>

	Oakland Unified School District
Date: <u>11/22/24</u> , 2024	By: <u></u>
	Name: <u>Preston Thomas</u>
	Title: <u>Chief Systems and Services Officer</u>

Approve as to form:


Jenine Lindsey, General Counsel
Date: 11/21/2024