Volt Customer Portal Agreement

This Volt Customer Portal Agreement (the "Agreement") is between Volt Technologies, LLC ("Volt," "we," "us," or "our") and the customer identified in Appendix A ("Customer," "you," or "your"). This Agreement is effective as of the date Customer signs it and governs Customer's and its Authorized Users' access to and use of the Volt Customer Portal (the "Portal"). Appendix A is incorporated into and made part of this Agreement. "Administrator" means the individual designated by Customer in Appendix A to administer Customer's Portal account and assign Portal access rights to Authorized Users. "Authorized User" means an individual authorized by Customer or its Administrator to access or use the Portal on Customer's behalf.

1. ACCESS AND AUTHENTICATION

Access to the Portal is provided through single sign-on using Customer's identity provider. Customer is responsible for managing access to the Portal, including user authentication and authorization, and for ensuring that its Authorized Users access the Portal only through their individually authorized accounts. Customer must promptly notify Volt of any suspected unauthorized access.

Volt may suspend, restrict, or terminate access to the Portal when reasonably necessary for security, compliance, operational, or contractual reasons. Volt will not be liable if all or any portion of the Portal is unavailable at any time or for any period.

Customer and its Authorized Users may be required to provide registration details or other information to access the Portal or certain Portal resources. Customer is responsible for ensuring that all information provided through the Portal is accurate, current, and complete. Information collected through the Portal will be handled in accordance with Volt's Privacy Policy.

2. CUSTOMER ADMINISTRATOR AND AUTHORIZED TRANSACTIONS

Customer is responsible for designating its Administrator in Appendix A and keeping that designation current. The Administrator may assign and modify Portal access rights for Authorized Users, including rights to purchase licenses and submit support tickets that may result in charges to Customer. All orders, support requests, and other transactions submitted through the Portal by the Administrator or an Authorized User will be deemed authorized by, and binding upon, Customer.

Such transactions are governed by this Agreement and any applicable Master Services Agreement ("MSA"), Global Support Agreement ("GSA"), or Cloud Services Agreement ("CSA") between Customer and Volt. If this Agreement conflicts with an applicable MSA, GSA, or CSA, the applicable MSA, GSA, or CSA will control.

3. CONFIDENTIAL INFORMATION

The Portal contains confidential information such as your support tickets, invoices, and licensing details. You must use this information only for legitimate business purposes and keep it strictly confidential.

4. NO GUARANTEES; USE AT YOUR OWN RISK

The Portal provides convenient access to support, licensing, billing, and other account information. The Portal and its information are provided "AS IS" and may be unavailable, incomplete, inaccurate, outdated, or insecure. Customer is responsible for verifying Portal information and maintaining its own records. Volt may modify, correct, or remove Portal information at any time. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any others who access the Portal, or by anyone who may be informed of any of its contents. You are responsible for verifying the information you find here and for keeping your own records.

5. USE OF AI CHATBOT

The Portal may provide certain artificial intelligence features, such as an AI Chatbot ("AI Features") for convenience. AI responses may be inaccurate or incomplete and should not be relied on for business decisions. AI Features should not be used with sensitive or confidential data. You are solely responsible for: (a) reviewing AI responses for suitability, accuracy, completeness, and other relevant factors before using, distributing, or relying on them; (b) maintaining appropriate human oversight and monitoring; and (c) all decisions, actions, and omissions made in reliance on or based upon AI responses. AI FEATURES AND RESPONSES ARE PROVIDED "AS IS," AND VOLT SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. YOU AGREE THAT, GIVEN THE NATURE OF AI TECHNOLOGY, AI RESPONSES: (A) MAY BE INACCURATE; AND (B) MAY BE SUBJECT TO THIRD-PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES.

6. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or through the Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER VOLT NOR ANY PERSON ASSOCIATED WITH VOLT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER VOLT NOR ANYONE ASSOCIATED WITH VOLT REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, VOLT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL VOLT, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PORTAL OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. This includes damages caused by:

- Downtime or unavailability
- Inaccurate or outdated information
- Unauthorized access or security incidents
- Any action or inaction you take based on information from the Portal

8. INTELLECTUAL PROPERTY RIGHTS; TRADEMARKS

The Portal and its contents, features, and functionality, including all software, text, displays, images, video, audio, design, selection, and arrangement, are owned by Volt, its licensors, or other providers and are protected by applicable intellectual-property and proprietary-rights laws.

You shall not use or access the Portal for any purpose or in any manner not in accordance with the Agreement. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Portal, except as expressly permitted under this Agreement.

Volt's name and all related names, logos, product and service names, designs, and slogans are trademarks of Volt or its affiliates or licensors. You must not use such marks without the prior written permission of Volt. All other names, logos, product and service names, designs, and slogans on the Portal are the trademarks of their respective owners.

9. PROHIBITED USES

You may use the Portal only for lawful purposes and in accordance with this Agreement. You agree not to use the Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- To impersonate or attempt to impersonate Volt, a Volt employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Portal, or which, as determined by us, may harm Volt or users of the Portal, or expose them to liability.

Additionally, you agree not to:

- Use the Portal in any manner that could disable, overburden, damage, or impair the Portal or interfere with any other party's use of the Portal.
- Use any robot, spider, or other automatic device, process, or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal.
- Use any manual process to monitor or copy any of the material on the Portal, or for any other purpose not expressly authorized in this Agreement, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Portal.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- **Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Portal, or any server, computer, or database connected to the Portal.**

10. GOVERNING LAW AND JURISDICTION

All matters relating to the Portal and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case located in the City of Winston-Salem and County of Forsyth. Customer waives any and all objections to the exercise of jurisdiction by such courts or to venue in such courts.

11. WAIVER AND SEVERABILITY

No waiver by Volt of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Volt to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

12. ACCEPTANCE

By signing below, Customer acknowledges that it has read and agrees to be bound by this Agreement. The individual signing below represents that he or she is authorized to enter into this Agreement on Customer's behalf.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Customer Administrator Designation

Customer designates the individual identified below as its Administrator for the Volt Customer Portal. Customer is responsible for promptly notifying Volt of any change to this designation.

Customer Legal Name	
Customer Legal Address	
Administrator Name	
Administrator Title	
Administrator Email Address	

Customer acknowledges that the Administrator has the authority described in Section 2 and that actions taken by the Administrator or Authorized Users are binding on Customer.