

**JUSTICETEXT CUSTOMER AGREEMENT
COVER PAGE**

This document describes the relationship between JusticeText, Inc., a Delaware corporation ("**JusticeText**" or "**Contractor**") and the COUNTY OF SANTA BARBARA ("**Customer**" or "**COUNTY**"). This document contains "Terms and Conditions" (the "**Terms**") that describe and set forth the general legal terms governing the relationship between the parties (collectively, the "**Agreement**" or "**Contract**"). This Agreement, including the attached Terms, will become effective when this cover page is executed by authorized representatives of both parties (the "**Effective Date**").

This agreement is for the purchase of a **site-wide license** to the JusticeText Platform for a 60-month term, beginning **3/1/26** and ending **2/28/31** for a total cost of **\$345,000** (billed at \$69,000 per year). The site license will provide all staff -- all roughly 55 attorneys and 11 investigators plus all paralegals and support staff -- full access to JusticeText and the ability to upload up to 240 hours/year of audio and video per person.

The Customer Point of Contact is Tracy Macuga who can be reached by email at tmacuga@countyofsb.org.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

CUSTOMER:

JUSTICETEXT, INC.

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title:

Date:

Date:

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.

1.1 **“Access Protocols”** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the JusticeText Platform.

1.2 **“Authorized User”** means each of Customer’s employees, agents, and independent contractors who are authorized to access the JusticeText Platform pursuant to Customer’s rights under this Agreement.

1.3 **“JusticeText Platform”** means the JusticeText software-as-a-service application that allows Authorized Users to access certain features and functions through a web interface.

1.4 **“Customer Content”** means any audio and video content provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services, including but not limited to video camera footage.

1.5 **“Documentation”** means the technical materials provided by JusticeText to Customer in hard copy or electronic form describing the use and operation of the JusticeText Platform.

1.6 **“Error”** means a reproducible failure of the JusticeText Platform to substantially conform to the Documentation.

1.7 **“Error Corrections”** means bug fixes or workarounds intended to correct Errors in the JusticeText Platform.

1.8 **“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 **“Output Material”** means results, reports, transcripts, materials, and other output made available to Customer as part of the Services.

1.10 **“Professional Services”** means professional services provided by JusticeText to Customer as described in the Cover Page (as may be further elaborated in any statement of work), including implementation services and customer support.

1.11 **“Services”** means any services provided by JusticeText to Customer under this Agreement as set forth in the Cover Page, including, but not limited to, provision of the JusticeText Platform and Professional Services.

1.12 **“Supported Environment”** means the minimum hardware, software, and connectivity configuration specified from time to time by JusticeText as required for use of the JusticeText Platform. The current requirements are described in the Documentation.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer’s payment of the fees set forth in the Agreement, JusticeText will provide Customer with access to the JusticeText Platform. On or as soon as reasonably practicable after the Effective Date JusticeText will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the JusticeText Platform in accordance with the Access Protocols. Customer will use commercially reasonable efforts to prevent unauthorized

access to, or use of, the JusticeText Platform, and notify JusticeText promptly of any such unauthorized use known to Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, JusticeText will exercise commercially reasonable efforts to (a) provide support for the use of the JusticeText Platform to Customer, and (b) keep the JusticeText Platform operational and available to Customer, in each case in accordance with its standard policies and procedures. Customer acknowledges and agrees that the JusticeText Platform may not be available from time to time for scheduled maintenance; provided, however, JusticeText will use reasonable efforts to provide Customer of reasonable advance notice of such scheduled maintenance and to perform such scheduled maintenance during the evenings and/or weekends.

2.3 Hosting. JusticeText will, at its own expense, provide for the hosting of the JusticeText Platform, provided that nothing herein will be construed to require JusticeText to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the JusticeText Platform from the Internet.

2.4 JusticeText Platform and Customer Content Availability: Unless otherwise stated in this agreement,

(a) The JusticeText Platform and/or Customer Content shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon scheduled maintenance downtime).

(b) If JusticeText Platform and/or Customer Content availability averages less than 99.99% (excluding agreed-upon scheduled maintenance downtime), the Customer shall be entitled to recover damages, apply credits or use other contractual remedies set forth in this agreement if the Customer is unable to access the JusticeText Platform and/or Customer Content as a result of:

(i) Acts or omissions of Contractor

(ii) Acts or omissions of third parties working on behalf of Contractor;

(iii) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;

(iv) Power outages or other telecommunications or internet failures, to the extent such outages were within Contractor's direct or express control

If JusticeText Platform and/or Customer Content monthly availability averages less than 99.99% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the Customer may terminate the contract for material breach in accordance with the Termination Section 11.

2.5 Key Capabilities: JusticeText is an AI-powered software platform built specifically to help public defenders save hours reviewing body-worn camera (BWCs), interrogation videos, jail calls, and more. The software generates an automated transcript in minutes, pulls out key insights (Miranda warning, Field Sobriety Tests, etc), and provides tools to easily search, annotate, clip and share video discovery. JusticeText syncs up multiple camera angles for streamlined review and can help identify inconsistencies, assemble case timelines, evaluate a theory of defense and more across a case folder of audio and video evidence.

2.6 Data Security, Breach, Data Recovery and Continuity Assistance: JusticeText shall certify to the COUNTY:

- (a) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement.
- (b) Compliance with the following:
 - (i) The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - (ii) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and JusticeText's plan to correct any negative findings shall be made available to the COUNTY upon request;
 - (iii) JusticeText shall pursue an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and JusticeText's plan to correct any negative findings and implementation progress reports shall be made available to the COUNTY upon request; and
 - (iv) Privacy provisions of the Federal Privacy Act of 1974;
- (c) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
 - (i) JusticeText shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section 2.6 at all times during the term of this Agreement to secure such Customer Content from data breach, protect Customer Content and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious inadvertent acts that can disrupt the COUNTY's access to its Customer Content.
 - (ii) JusticeText shall allow the COUNTY reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Agreement and the County's Customer Content, at no cost to the COUNTY.
 - (iii) JusticeText assumes responsibility for the security and confidentiality of the Customer Content under its control.
 - (iv) No Customer Content shall be copied, modified, destroyed or deleted by JusticeText other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by COUNTY.
 - (v) Remote access to Customer Content from outside the continental United States, including remote access to Customer Content by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by COUNTY.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, JusticeText grants to Customer a non-exclusive, non-transferable (except as permitted under Section 12.5) license during the Term (as defined below), solely within the Supported Environment, for Customer's internal business purposes and in accordance with the limitations set forth in the Agreement, (a) to access and use the JusticeText Platform and in

accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the JusticeText Platform. Customer may permit any Authorized Users to access and use the features and functions of the JusticeText Platform as contemplated by this Agreement.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the JusticeText Platform, or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the JusticeText Platform, or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the JusticeText Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the JusticeText Platform, except as permitted by law; (e) interfere in any manner with the operation of the JusticeText Platform or the hardware and network used to operate the JusticeText Platform; (f) modify, copy or make derivative works based on any part of the JusticeText Platform or Documentation; (g) access or use the JusticeText Platform to build a similar or competitive product or service; (h) attempt to access the JusticeText Platform through any unapproved interface; or (i) otherwise use the JusticeText Platform, , or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the JusticeText Platform will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of JusticeText or its licensors on the Output Material or any copies thereof.

3.3 Ownership. The JusticeText Platform, and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of JusticeText and its suppliers. All rights in and to the JusticeText Platform and Documentation not expressly granted to Customer in this Agreement are reserved by JusticeText and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the JusticeText Platform, Documentation, or any part thereof.

3.4 License to Output Material. Subject to the terms and conditions of this Agreement, Customer grants JusticeText a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 12.5), non-sublicensable license to use the Output Material solely for JusticeText's internal business purposes, including to provide and improve the JusticeText Platform.

3.5 Open Source Software. Certain items of software may be provided to Customer with the JusticeText Platform and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, JusticeText makes such Open Source Software, and JusticeText's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to JusticeText a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. If Customer provides JusticeText with a feature request, JusticeText will evaluate such request in good faith, but JusticeText is not obligated to develop and/or incorporate such feature request into the JusticeText Platform.

3.7 Customer Content; Data. Customer hereby grants to JusticeText a royalty-free, worldwide, transferable, irrevocable, license to collect, use and analyze Customer Content and all other data provided to JusticeText or otherwise arising during the use of the JusticeText Platform and Services, during the Term, to provide and improve the Services to Customer, with consent from Customer.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by JusticeText under this Agreement, Customer will pay to JusticeText the Fees. Except as otherwise provided in this Agreement, all Fees are billed at the beginning of the contract and payable within thirty (30) days of the date of the invoice. JusticeText reserves the right to modify the Fees payable hereunder upon written notice to Customer at least

ninety (90) days prior to the end of the then-current term. JusticeText will be reimbursed only for expenses that are expressly provided for in this Agreement or that have been approved in advance in writing by Customer, provided JusticeText has furnished such documentation for authorized expenses as Customer may reasonably request. JusticeText reserves the right (in addition to any other rights or remedies JusticeText may have) to discontinue the JusticeText Platform and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times.

4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on JusticeText's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the JusticeText Platform to Customer. Customer will make all payments of Fees to JusticeText free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to JusticeText will be Customer's sole responsibility, and Customer will provide JusticeText with official receipts issued by the appropriate taxing authority, or such other evidence as the JusticeText may reasonably request, to establish that such taxes have been paid.

4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for JusticeText to use the Customer Content to provide the Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for JusticeText to use the Customer Content submitted by or on behalf of Customer for the purposes set forth in this Agreement. Customer grants JusticeText a non-exclusive, worldwide, royalty-free and fully paid license (a) during the Term, to use the Customer Content as necessary for purposes of providing and improving the Services, (b) during the Term, to use the Customer trademarks, service marks, and logos as required to provide the Services, and (c) during and after the Term, to use the Customer Content in an aggregated and anonymized form to: (i) improve the Services and JusticeText's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Services, provided, however, that no Customer-only statistics will be disclosed to third parties without Customer's consent. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to JusticeText in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not contain child sexual abuse material (CSAM). Customer further represents and warrants that any Customer Content that may be considered deceptive, defamatory, obscene, pornographic or otherwise unlawful is used exclusively for their legal duties, in a professional manner in compliance with all applicable laws and ethical standards. JusticeText is not obligated to back up any Customer Content or Output Materials; the Customer is solely responsible for creating backup copies of any Customer Content and Output Materials at Customer's sole cost and expense. Customer agrees that any use of the JusticeText Platform contrary to or in violation of the representations and warranties of Customer in this Section 5.2 constitutes unauthorized and improper use of the JusticeText Platform.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and Output Materials and will be responsible for all changes to and/or deletions of Customer Content and Output Materials, and the security of all passwords and other Access Protocols required in order to access the JusticeText Platform. Customer will have the ability to export Customer Content and Output Materials out of the JusticeText Platform and is encouraged to make its own back-ups of the Customer Content and Output Materials. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6. PROFESSIONAL SERVICES. Where the parties have agreed to JusticeText's provision of Professional Services, the details of such Professional Services will be set out in the Cover Page or a mutually executed statement of work ("**SOW**"). The Cover Page or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of

the Professional Services. Each SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. JusticeText represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies JusticeText in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, JusticeText will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at JusticeText's option, refund the fees paid by Customer for the Services which gave rise to the breach.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, OUTPUT MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND JUSTICETEXT MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. JUSTICETEXT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE JUSTICETEXT PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. JUSTICETEXT DOES NOT WARRANT THAT THE OUTPUT MATERIALS ARE ACCURATE OR COMPLETE AND HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY SUCH OUTPUT MATERIALS. IT IS SOLELY CUSTOMER'S LIABILITY AND RESPONSIBILITY TO ENSURE THE ACCURACY AND COMPLETENESS OF ANY AND ALL SUCH OUTPUT MATERIALS. THE OUTPUT MATERIALS ARE NOT ADMISSIBLE IN A COURT OF LAW, IN ANY JURISDICTION, AND DO NOT CONSTITUTE LEGAL ADVICE OF ANY KIND.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO JUSTICETEXT DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL JUSTICETEXT'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

9. CONFIDENTIALITY

9.1 Confidential Information. “**Confidential Information**” means any nonpublic information of a party (the “**Disclosing Party**”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “**Receiving Party**”) knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of JusticeText. All Customer Content provided or submitted by, or on behalf of, Customer, shall be considered Confidential Information of Customer and its clients.

9.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer or JusticeText) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to JusticeText or Customer). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10. INDEMNIFICATION

10.1 By JusticeText. JusticeText will defend at its expense any suit brought against Customer, and will pay any settlement JusticeText makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the JusticeText Platform infringes such third party’s patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the JusticeText Platform becomes, or in JusticeText’s opinion is likely to become, the subject of a claim of infringement, JusticeText may, at JusticeText’s option: (a) procure for Customer the right to continue using the JusticeText Platform; (b) replace the JusticeText Platform with non-infringing software or services which do not materially impair the functionality of the JusticeText Platform; (c) modify the JusticeText Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the JusticeText Platform and Documentation. Notwithstanding the foregoing, JusticeText will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the JusticeText Platform not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the JusticeText Platform in combination with other products, equipment, software or data not supplied by JusticeText; or (iii) any modification of the JusticeText Platform by any person other than JusticeText or its authorized agents (collectively, the “**Exclusions**” and each, an “**Exclusion**”). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of JusticeText, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any suit brought against JusticeText, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, or (b) Customer’s breach or alleged breach of Sections

5.2. This Section 10.2 states the sole and exclusive remedy of JusticeText and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect for the term outlined on the Cover page, unless earlier terminated in accordance with the Agreement (the "**Initial Term**"). Sixty (60) days prior to the expiration of the Initial Term, the parties will evaluate their relationship. If the parties mutually agree that the relationship has been successful, the parties will renew the Agreement for an additional one-year term ("**Initial Renewal Term**") and negotiate in good faith increasing or decreasing the scope of the Agreement, by increasing or decreasing the number of Authorized Users hereunder. If the parties mutually agree to renew this Agreement in writing, on each anniversary of the Initial Renewal Term thereafter, this Agreement will automatically renew for additional terms of one (1) year (each, a "**Renewal Term**", and, collectively with the Initial Term and Initial Renewal Term, the "**Term**") unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term.

11.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in the Section 9; and (c) any amounts owed to JusticeText under this Agreement will become immediately due and payable. Sections 1, 3.2, 3.3, 3.5, 4, 7.2, 8, 9, 10, 11.2, 11.4, and 12 will survive expiration or termination of this Agreement for any reason.

11.4 Data Extraction. For sixty (60) days after the end of the Term, as applicable, JusticeText will make Customer Content available to Customer through the JusticeText Platform on a limited basis solely for purposes of Customer retrieving Customer Content, unless JusticeText is instructed by Customer to delete such data before that period expires. This Content will be retrievable in standard formats for electronic data including .mp4, .docx, .pdf. During and after such period, Customer may request JusticeText to discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

12. Records, Audit, and Review

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR

shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from JusticeText, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.6 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its access to and use of the Services, Output Material and Documentation.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.8 Independent Contractors. Customer's relationship to JusticeText is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of JusticeText.

13.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to JusticeText, by emailing devshi@justicetext.com and if to Customer by emailing the Customer Point of Contact email address listed on the first page of this Agreement. Each party may change its email address for receipt of notice by giving notice of such change to the other party.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and JusticeText

Exhibit A: Statement of Work

This document outlines the statement of work to rollout JusticeText at the Santa Barbara Public Defender Office.

Background

JusticeText is a technology platform built specifically to help public defenders save hours reviewing BWCs, interrogation videos, jail calls, and more. The software generates an automated transcript in minutes, pulls out key insights (Miranda warning, FSTs, etc), and provides tools to easily search, annotate, clip and share video discovery.

Key Contacts

- JusticeText: Devshi Mehrotra, CEO and Co-founder
- Santa Barbara Public Defender: Tracy Macuga, Chief Public Defender

Project Timeline and Deliverables

Milestone	Timeline	Details
License provisioning	At the beginning of partnership, typically 1-2 days prior to kickoff	All license holders will receive credentials to access the platform
Kickoff training and onboarding sessions	At beginning of partnership and periodically as needed (at least annually)	75-minute session(s), led by JusticeText to help all new license holders get comfortable with the primary features of JusticeText
Office Hours	Immediately after kickoff	All license holders are encouraged to sign up for 15-min individual "office hours" to problem solve any issues and share initial feedback
Feedback session	Roughly 1-2 months after kickoff and periodically as needed	45-minute session with all license holders to share feedback and ask questions that have surfaced. Feedback from these sessions has directly shaped the JusticeText platform
Ongoing support	Ongoing	Team members will have access to: (1) direct line to JusticeText team via in-app chat and (2) customer success lead available by email or Zoom. In addition, the JusticeText team will periodically reach out to share new features, invite feedback, and problem solve any issues for the team.

Exhibit B: Payment Schedule

The County of Santa Barbara will pay JusticeText in five annual payments:

- **Year 1:** 3/1/26-2/28/27 - \$69,000
- **Year 2:** 3/1/27-2/29/28 - \$69,000
- **Year 3:** 3/1/28-2/28/29 - \$69,000
- **Year 4:** 3/1/29-2/28/30 - \$69,000
- **Year 5:** 3/1/30-2/28/31 - \$69,000