SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "**Agreement**") is made by and between JusticeText Inc. ("**Company**"), and the DuPage County Public Defender ("**Customer**"). This Agreement will become effective when executed by authorized representatives of both parties (the "**Effective Date**").

WHEREAS, Company has developed a certain product that capable of (1) automatically generating searchable transcripts of uploaded video content; (2) editing said transcripts; (3) creating time-stamped annotations within said transcripts; and (4) editing uploaded video content into shorter clips (the "**Product**").

WHEREAS, Company and Customer desire to have Customer use the Product and provide feedback to the Company, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE AND USE OF PRODUCT.

1.1 Sale and Use. Subject to the terms and conditions of this Agreement, Company will sell the Product to Customer, for personal use as defined in this Agreement.

1.2 Fees. Customer will pay Company a payment of **$50,000** for office-wide access to the Product for a one-year term, from **7/1/26** to **6/30/27**. Each person in the office – all roughly 47 attorneys, 5 investigators, and all support staff -- will have access to a standard license that allows the license holder to upload up to 240 hours of audio/video per year. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer's receipt or use of the Product and related services.

1.3 Restrictions on Use. Customer will not: (a) modify, alter or improve the Product; (b) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Product or the related services available to any third party without the prior written consent of the Company; (c) reverse engineer the Product (or any component thereof), or decompile or disassemble any software or firmware components of the Product, or authorize a third party to do any of the foregoing; or (d) mortgage, pledge or encumber the Product in any way.

1.4 Privacy. The Company shall use personally identifiable information of Customer only for the purpose of providing the services under this Agreement to Customer. The Company may use aggregated non-personally identifiable information derived from information provided by Customer, including but not limited to for the purpose of improving the Product and related services.

1.5 Confidentiality. Customer will upload video and audio evidence to the Product. Company will not provide access to the transcription or the underlying data or disseminate the transcription or the underlying data to anyone without the written consent of Customer.

Company will treat as confidential the data obtained from Customer. Customer's transmission of this data does not constitute any waiver of attorney-client privilege, work product privilege, or confidentiality.

2. FEEDBACK. All feedback, comments, and suggestions for improvements that Customer provides to Company hereunder are referred to collectively as "**Customer Feedback**".

3. OWNERSHIP. Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Customer Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Customer Feedback. Customer acknowledges and agrees that, as between the parties, Company own all right, title, and interest in and to the Product and related services, including all Intellectual Property Rights therein, even if Company incorporates any Customer Feedback into subsequent versions of the Product. Customer will not earn or acquire any rights or licenses in the Product or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement.

4. DISCLAIMERS.

4.1 Warranty Disclaimers. Customer acknowledges that the Product is being provided "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

4.2 No Warranty. Company does not warrant that the services related to the Product and the Product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. Use of the Product and related services, including use of any analysis or information provided in connection thereto, by Customer or any third party shall be at Customer's sole risk and liability.

4.3 Third Party Providers. Customer acknowledges that certain services related to the Product are provided or dependent upon by third party providers. The Company is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties.

5. LIMITATION ON LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE

PRODUCT OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PRODUCT, INCLUDING INCORRECT DETERMINATION OF LOCATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. TERM AND TERMINATION.

6.1 Term. The parties may extend the term of this Agreement on terms and conditions agreed between the parties.

6.2 Effect of Termination. Upon any termination or expiration of this Agreement, Customer's right to use the services provided by the Company in connection with the Product will automatically terminate.

6.3 Survival. The provisions of Sections 1.3, 2, 3, 4, 5, 6.2, 6.3, and 7 will survive any termination or expiration of this Agreement.

7. GENERAL PROVISIONS.

7.1 Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent will be null and of no effect.

7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law).

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

7.4 Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

7.5 Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JusticeText Inc.	DuPage County Public Defender
Name: Devshi Mehrotra	Name: _____
Title: CEO	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____