



U.S. GOVERNMENT/EDUCATION/TRIBAL LICENSEE ADDENDUM

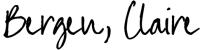
This U.S. Government/Education/Tribal Licensee Addendum forms part of the GoTo Terms of Service or other written agreement (the "**Agreement**") between GoTo and "**Customer**" and applies to (i) U.S. federal, state, and local government agencies; (ii) public education institutions; and (iii) federally recognized Native American tribes and tribal governmental entities located in the United States. Capitalized terms used in this Addendum that are not defined herein shall have the meanings given in the Agreement.

We acknowledge that statutes, regulations, or sovereign legal status may sometimes require limitations to standard commercial software license agreements causing some provisions to become ineffective and inoperative, such as indemnities, dispute resolution, jurisdiction and the right to stop work. In such instances, GoTo acknowledges that the Agreement shall be superseded where, and to the extent, required by applicable law, sovereign immunity, and regulation. More specifically, the Agreement may be amended, in part or in whole, by such legal authorities as follows:

1. The Agreement shall be amended to remove any reference to "**automatic renewal**."
2. The Agreement shall be amended to remove any reference to **indemnification obligations** of the Customer.
3. Terms related to **choice of law** and location for resolving disputes shall be revised to designate the Customer's residing state the applicable choice of law, while remaining silent on the issue of venue.
4. A section entitled "**US Government Users**" shall be added to the Agreement and state the following: The Services, software, websites, and written documentation provided by GoTo qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire the Services, software, websites, and written documentation provided by GoTo with only those rights herein that apply to non-governmental customers. Use of either the Services, software, websites, written documentation provided by GoTo, or any combination thereof constitutes agreement by the Government that the Services, software, websites, and written documentation provided by GoTo are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.
5. Notwithstanding any other confidentiality obligation in the Agreement, the Customer may disclose this Agreement or related information to the extent required by applicable **public records laws** or similar statutory obligations. GoTo agrees that such disclosures by Customer, when done pursuant to the Customer's statutory obligations, do not constitute a breach of confidentiality under the Agreement. For the avoidance of doubt, nothing in the Agreement or this Addendum shall provide GoTo with any rights to publicly reference or otherwise utilize Customer's name or logo for marketing purposes.
6. The parties acknowledge that Customer is subject to an **annual budgetary approval** process tied to government funding, as well as spending restrictions in accordance with that process. Customer confirms that sufficient funds are currently available and authorized to finance the costs of its Orders for the term set forth in those Orders. If, in subsequent budgetary approval processes, funds are not allocated for the continued use of the Services in any renewal period, Customer reserves the right not to renew its Service subscription term. The Customer must provide GoTo with written notice of such non-renewal at least thirty (30) days prior to the expiration of the then-current subscription term.
7. Nothing in the Agreement or this Addendum shall be construed as a waiver by Customer of any rights, defenses, privileges, or immunities provided to it by applicable state or federal law, including, but not limited to, **the doctrine of sovereign immunity**, to the extent applicable. Any contractual provision requiring the Customer to waive sovereign immunity, submit to the jurisdiction of any court, or consent to arbitration shall be deemed unenforceable except to the extent explicitly authorized by applicable law and approved in accordance with Customer's governing procedures.
8. A section entitled "Insurance" shall be added to the Agreement and state the following: Without limiting any liability obligations contained in this Agreement, we will purchase and maintain for the life of the Agreement, commercially reasonable insurance intended to protect us from claims that may arise out of or result from GoTo's operations, services, and/or performance under this Agreement and for which we may be liable. This requirement includes but is not limited to commercial general liability and

worker's compensation, and may also include, as appropriate, professional liability/errors & omissions including privacy/cyber liability insurance. We will furnish to Customer certificates of insurance relating to such policies as Customer may reasonably request.

On behalf of GoTo,

DocuSigned by:

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Bergen, Claire

Deputy General Counsel

August 19, 2025