THERECORDXCHANGE

GOVERNMENT TERMS ADDENDUM

Version 2.0 | Effective Date: October 2026

PREAMBLE

This Government Terms Addendum (this "Addendum") supplements and amends the TheRecordXchange Terms of Service (the "Terms of Service" or "TOS") for Customers that are government entities, including but not limited to state and local courts, judicial branches, administrative agencies, and other public sector organizations (collectively, "Government Customers").

This Addendum is incorporated into and made a part of the Terms of Service. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Terms of Service.

Order of Precedence. In the event of any conflict or inconsistency between this Addendum and the Terms of Service, the terms of this Addendum shall control and supersede the conflicting provisions of the Terms of Service solely with respect to Government Customers.

1. APPROPRIATIONS AND FUNDING CONTINGENCY

1.1 Subject to Appropriations. Notwithstanding any other provision of the Terms of Service, Customer's obligation to make payments under the Terms of Service is contingent upon the availability of funds appropriated by Customer's governing body or funding authority for the purposes set forth herein. If funds are not appropriated or otherwise made available, Customer shall not be obligated to make payments and such non-payment shall not constitute a breach of the Terms of Service or this Addendum.

1.2 Notice of Non-Appropriation. If Customer becomes aware that funds have not been appropriated or will not be available for continued performance, Customer shall provide TRX with written notice as soon as reasonably practicable. Upon receipt of such notice, TRX and Customer shall discuss in good faith potential alternatives, which may include modification of the Services, reduction in scope, or termination of the Terms of Service.

1.3 Termination for Non-Appropriation. If funds are not appropriated or otherwise made available to Customer for continued performance, Customer may terminate the Terms of Service upon written notice to TRX without penalty or liability for such termination. Termination under this Section 1.3 shall not be deemed a breach of the Terms of Service. Upon such termination:

(a) Neither side shall owe any money to the other

(b) The data retrieval and export provisions of Section 15.5 of the Terms of Service shall apply

1.4 Multi-Year Contracts. For multi-year subscription terms, Customer's obligations under each year of the subscription are subject to the appropriation of funds for that year. This Addendum does not obligate Customer's governing body or funding authority to appropriate funds for any fiscal year.

2. SOVEREIGN IMMUNITY AND INDEMNIFICATION

2.1 Modification of Indemnification Obligations. Section 12.4 (Customer Indemnification) of the Terms of Service is hereby modified for Government Customers as follows: Customer shall not be required to defend, indemnify, or hold harmless TRX to the extent such obligation is prohibited by applicable law, constitutional provisions, or the doctrine of sovereign immunity applicable to Customer.

2.2 Reservation of Immunities. Nothing in the Terms of Service or this Addendum shall be construed as a waiver of Customer's sovereign immunity, governmental immunity, or any other immunities or defenses available to Customer under applicable law. Customer reserves all immunities, defenses, rights, and actions available to it under applicable federal, state, and local laws.

2.3 Liability Limitations for Government Customers. Customer's liability under the Terms of Service and this Addendum shall be limited to the extent permitted by applicable law, including but not limited to any applicable tort claims acts, governmental liability statutes, or similar laws that limit or cap government liability.

2.4 Claims and Notice. Any claims against Customer arising under or related to the Terms of Service must be made in accordance with applicable claims statutes and procedures. TRX acknowledges that Customer may be subject to notice and claims procedures that differ from private parties.

3. GOVERNING LAW AND DISPUTE RESOLUTION

3.1 Governing Law Flexibility. Notwithstanding Section 19.2 (Governing Law) of the Terms of Service, the parties acknowledge that Government Customers may be subject to jurisdictional requirements regarding governing law. Where Customer's applicable law, constitution, charter, or procurement regulations require that contracts be governed by the laws of Customer's jurisdiction, the parties agree as follows:

(a) If Customer is a state court, agency, or instrumentality, the Terms of Service and this Addendum shall be governed by and construed in accordance with the laws of Customer's state, without regard to conflicts of law principles

(b) If Customer is a county, municipal, or local government entity, the Terms of Service and this Addendum shall be governed by the laws of the state in which Customer is located

(c) Customer may specify an alternative governing law in the applicable Order Form, which shall supersede Section 19.2 of the Terms of Service for that Customer

3.2 Venue Flexibility. Notwithstanding Section 19.3 (Jurisdiction and Venue) of the Terms of Service, where Customer's applicable law or procurement regulations require that

disputes be resolved in courts located in Customer's jurisdiction, the parties agree that venue shall be in a court of competent jurisdiction in Customer's jurisdiction as specified in the applicable Order Form.

3.3 Alternative Dispute Resolution. The parties acknowledge that some Government Customers may be required or prefer to use alternative dispute resolution mechanisms. Upon Customer's request, the parties agree to negotiate in good faith regarding the use of mediation or other alternative dispute resolution procedures prior to initiating litigation, provided that nothing in this Section shall prevent either party from seeking injunctive or other equitable relief as provided in Section 19.5 of the Terms of Service.

3.4 Jury Trial Waiver. Section 19.4 (Waiver of Jury Trial) of the Terms of Service shall apply to Government Customers only to the extent permitted by applicable law. If Customer's applicable law prohibits waiver of jury trial rights by government entities, Section 19.4 shall not apply to Customer.

4. ADDITIONAL GOVERNMENT PROVISIONS

4.1 Public Records Compliance. TRX acknowledges that Customer may be subject to public records laws, open records acts, freedom of information laws, or similar transparency requirements. TRX agrees to cooperate with Customer's compliance with such laws as provided in Section 17 of the Terms of Service.

4.2 Audit Rights. In addition to any audit rights provided in the Terms of Service, Customer (or Customer's authorized representatives, including state auditors or inspectors general) may, no more than once per calendar year (except where more frequent audits are required by applicable law or in the event of a suspected material breach or security incident) and upon at least thirty (30) days' advance written notice and during normal business hours, audit TRX's records, processes, and controls related to the Services and Customer Data to verify compliance with the Terms of Service, this Addendum, and applicable law. TRX shall cooperate with such audits at no additional cost to Customer, provided that Customer shall be responsible for its own costs in conducting such audits.

4.3 Required Contract Provisions. Customer may be required by applicable law to include certain provisions in its contracts. To the extent that any such required provisions conflict with the Terms of Service, Customer may identify such required provisions in the applicable Order Form, and the parties agree to negotiate in good faith to incorporate such provisions or mutually acceptable alternatives.

4.4 No Exclusive Dealing. Nothing in the Terms of Service or this Addendum shall be construed to restrict Customer from procuring similar services from other vendors or to create an exclusive dealing arrangement between the parties.

4.5 Ethics and Conflicts of Interest. TRX represents that it has not engaged in any conduct that would violate applicable ethics laws, conflicts of interest statutes, or anti-corruption laws. TRX agrees to comply with all applicable ethics requirements in its dealings with Customer.

4.6 Payment Upon Termination. Upon termination of this Agreement for any reason, TRX may discontinue services and neither TRX nor Customer shall be obligated to pay any additional sums or refund any additional sums to the other.

5. MISCELLANEOUS

5.1 Entire Addendum. This Addendum, together with the Terms of Service, any applicable Order Forms, the Privacy Policy, and the Data Processing Addendum, constitutes the entire agreement between the parties with respect to the subject matter hereof for Government Customers.

5.2 Amendments. TRX may amend this Addendum in accordance with the procedures set forth in Section 18 of the Terms of Service. However, no amendment to this Addendum shall materially diminish the protections afforded to Government Customers without Customer's prior written consent.

5.3 Severability. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if such modification is not possible, such provision shall be severed. The remaining provisions shall continue in full force and effect.

5.4 Survival. The provisions of Sections 1, 2, 3, and 5 of this Addendum shall survive termination or expiration of the Terms of Service.

5.5 Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5.6 Governing Law - Government Entities. Notwithstanding Section 19.2 of the Terms of Service, government entity customers may be subject to the laws of their respective jurisdictions regarding dispute resolution, choice of law, and venue. TRX will work with such customers to address any conflicts between these Terms and applicable government procurement laws.

CONTACT INFORMATION

Questions regarding this Government Terms Addendum should be directed to:

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END OF GOVERNMENT TERMS ADDENDUM