

# GOVERNMENT ENTITY ADDENDUM

to the Hey Cass AI End User License Agreement and Terms of Service  
ThinkBOLD Solutions, LLC (d/b/a Hey Cass AI) · Version 1.0 · July 8, 2026 · Signable (executed-copy)  
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This Government Entity Addendum (“Addendum”) is entered into between **ThinkBOLD Solutions, LLC**, a Wyoming limited liability company doing business as Hey Cass AI (“ThinkBOLD Solutions”), and \_\_\_\_\_ (“**Government Customer**”), and modifies the Hey Cass AI End User License Agreement (heycass.ai/eula) and Terms of Service (heycass.ai/terms) as stated below. This executed copy controls over the published Addendum at heycass.ai/eula/government-addendum in the event of any conflict. All other provisions of the EULA and Terms remain in effect.

## **1. No indemnification by Government Customer**

Terms of Service §13 (Indemnification) does not apply to Government Customer to the extent Government Customer is legally barred from indemnifying a private party. Government Customer’s obligations, if any, with respect to claims arising from its own use of the Service are limited to those permitted under applicable law governing that entity.

## **2. Governing law and venue; sovereign immunity preserved**

Notwithstanding EULA §12 and Terms of Service §17, this Addendum and Government Customer’s use of the Service are governed by the laws of the state, commonwealth, or territory in which Government Customer is located, without regard to conflict-of-laws principles. Venue for any dispute lies exclusively in the courts of that jurisdiction, or such other venue as required by applicable law governing Government Customer. Nothing in the EULA, the Terms of Service, or this Addendum waives any sovereign immunity, immunity from suit, or other governmental immunity or defense available to Government Customer under applicable law.

## **3. No binding arbitration**

Terms of Service §15 and §16 (binding arbitration and class-action waiver) do not apply to Government Customer to the extent Government Customer lacks legal authority to agree to binding arbitration or to waive its right to proceed in court. Following the good-faith negotiation period described in Terms of Service §15, any unresolved dispute will proceed in a court of competent jurisdiction in the venue identified in Section 2.

#### **4. Appropriations / non-funding termination**

Government Customer's payment obligations under any order or subscription are subject to the availability of appropriated or otherwise legally available funds. If Government Customer's legislative body, governing board, or equivalent funding authority does not appropriate funds for a subsequent fiscal period, Government Customer may terminate the applicable order without penalty or further obligation by providing written notice to ThinkBOLD Solutions, effective no later than the end of the last funded period. No provision of the EULA, the Terms of Service, or this Addendum obligates Government Customer to make any payment, or triggers any auto-renewal, beyond then-currently appropriated or available funds.

#### **5. No unilateral amendment**

Terms of Service §18 and any similar update mechanism in the EULA do not bind Government Customer with respect to a material change unless ThinkBOLD Solutions provides written notice at least 30 days in advance, and Government Customer either (a) provides written acceptance, or (b) continues using the Service after the notice period without written objection. If Government Customer objects in writing within the notice period, Government Customer may terminate its access without penalty rather than accept the change.

#### **6. Records and public-records (FOIA) cooperation**

ThinkBOLD Solutions acknowledges that data, communications, and records Government Customer creates, sends, or stores using the Service may constitute public records subject to disclosure under Government Customer's applicable public-records, open-records, or freedom-of-information law. ThinkBOLD Solutions will reasonably cooperate with Government Customer's public-records obligations, including by providing reasonable access to, or export of, Government Customer's data on request to support a records request. ThinkBOLD Solutions may charge for extraordinary retrieval effort beyond standard export functionality. This section does not require ThinkBOLD Solutions to disclose its own confidential or proprietary information, including source code or security details, or any other customer's data.

#### **7. Data ownership and export on termination**

As between the parties, Government Customer owns all data, content, and records it submits to or generates using the Service ("Customer Data"). Upon termination or expiration of Government Customer's access, ThinkBOLD Solutions will make Customer Data available for export in a standard, commonly-used format for a period of 30 days following termination,

and will provide a written attestation of deletion of Customer Data from production systems on Government Customer's written request, subject to the backup-retention cycle described in the Privacy Policy (heycass.ai/privacy).

### **8. Liability cap**

Terms of Service §12 (Limitation of Liability) is modified for Government Customer as follows: ThinkBOLD Solutions' total cumulative liability to Government Customer for all claims arising out of or relating to the Service will not exceed the **greater of (a)** the fees Government Customer paid to ThinkBOLD Solutions in the twelve (12) months preceding the claim, **or (b)** USD \$ \_\_\_\_\_ (minimum floor). This cap replaces, and does not stack with, the cap stated in Terms of Service §12 for Government Customer.

### **9. Insurance**

ThinkBOLD Solutions will maintain, during the term of Government Customer's subscription, the insurance coverage stated below (if completed) and will provide certificates of insurance on request:

Coverage / carrier / limits: \_\_\_\_\_

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### **10. Order of precedence**

In the event of any conflict: (1) this executed Addendum; (2) the published Government Entity Addendum; (3) the EULA; (4) the Terms of Service; (5) any other policy referenced in the Terms of Service.

By signing below, Government Customer also acknowledges receipt of the Hey Cass AI End User License Agreement (heycass.ai/eula) and Terms of Service (heycass.ai/terms), which this Addendum modifies. Each signatory represents that they are duly authorized to bind the party on whose behalf they sign.

IN WITNESS WHEREOF, the parties have caused this Government Entity Addendum to be executed by their duly authorized representatives.

**VENDOR: ThinkBOLD Solutions, LLC**

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Signature

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Name / Title

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Date

**GOVERNMENT CUSTOMER:** \_\_\_\_\_

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Signature

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Name / Title

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Date