

RFP 2023-072 Annual Contract for Unified Communications as a Service

Post SOW and Service Agreement Review Scores

AWARD

EVALUATION CRITERIA	Max Point Value	NWN Corporation Plano, TX HUB - No	General Datatech, L.P. (in partnership with GoTo Technologies USA, Inc.) Dallas, TX HUB - No
Specifications	200	120	125
Project Implementation and Management	50	33	26
References	200	167	170
Price	300	256	300
Demonstration	250	194	178
TOTAL	1000	770	799

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Phase 2 Scores

EVALUATION CRITERIA	Max Point Value	NWN Corporation Plano, TX HUB - No	General Datatech, L.P. (in partnership with GoTo Technologies USA, Inc.) Dallas, TX HUB - No
Specifications	200	134	120
Project Implementation and Management	50	38	16
References	200	167	170
Price	300	256	300
Demonstration	250	194	178
TOTAL	1000	789	783

Notes: Ring Central, Inc./Genesis BCS failed to meet specifications as they were not able to carry out the demonstration under the established guidelines which included demonstration of their solution using an existing County phone. The demonstration was stopped because at that time, the vendor could not confirm that the existing phone model could be configured or supported on the vendor platform.

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Phase 1 Scores

EVALUATION CRITERIA	Max Point Value	CDW Government LLC Vernon Hills, IL HUB - No	General Datatech, L.P. (in partnership with Zoom) Dallas, TX HUB - No	GoTo Technologies USA, Inc.(in partnership with Netsync Network Solutions) Boston, MA HUB - No	Ring Central, Inc. (in partnership with Genesis BCS) Belmont, CA HUB - No
Specifications	600	335	341	347	331
Project Implementation and Management	100	46	50	32	60
Price	300	190	198	293	300
TOTAL	1000	571	589	672	691

EVALUATION CRITERIA	Max Point Value	General Datatech, L.P. (in partnership with GoTo Technologies USA, Inc.) Dallas, TX HUB - No	NWN Corporation Plano, TX HUB - No	Ring Central, Inc. (in partnership with Netsync Network Solutions) Belmont, CA HUB - No
Specifications	600	359	401	334
Project Implementation and Management	100	31	76	60
Price	300	293	265	242
TOTAL	1000	683	742	636

Notes: No-Bid received from Zayo Group.

CCI Network Services was deemed non-responsive for failure to return addendum as required and CBTS Technology Solutions LLC for failure to return addendum and provide signature.



TERMS OF SERVICE

This is a legal agreement by and among Tarrant County ("Customer" or "you"), General Datatech ("GDT"), and GoTo Communications, Inc. ("GoTo," "us," or "we"). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to: (i) the Order; (ii) these Terms; and (iii) all exhibits attached hereto, as applicable (collectively the "Agreement"). Terms applicable to General Datatech, as the billing agent and co-respondent to the applicable RFP, are limited only to Sections 2 (Orders, Fees, and Payment) and 3 (Term and Termination) below.

1. ACCESS AND USE OF THE SERVICES.

1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price, and offer our Services as posted on our websites, your Order, or the Service Descriptions ("Use Levels"). You may use our Services only as permitted in these Terms, and you acknowledge our Privacy Policy attached as Exhibit B hereto. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. "Service(s)" means our software-as-a-service offerings and our audio services (including any related hardware, which are offered by LogMeln Ireland Unlimited Company, LogMeln Audio, LLC, Grasshopper Group LLC, or LogMeln Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms. You understand that your personal data may be processed in connection with your use of our Services, software, and websites which are provided via equipment and resources located in the United States and other locations throughout the world. In the event Customer elects upon account creation to store Content in the United States by leveraging the Service's data residency functionality (where available), GoTo will not store Content in servers located outside the United States.

1.2. **Limitations on Use.** By using our Services, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.

1.3. **Changes to Services.** We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality (as set forth in the Service Descriptions) or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

1.4. **Proprietary Rights and GoTo Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the "GoTo Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the GoTo Marks or is similar to any of these. You agree to comply with our Branding Guidelines, attached hereto as Exhibit C.

2. ORDERS, FEES AND PAYMENT.

2.1. **Orders.** You may order Services using our then-current ordering processes ("Order"). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order ("Effective Date"). Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-credit card transactions over 25,000 USD, or equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.

2.1.1. **COVID-19 Emergency Kit Services.** Any subscriptions to Services labeled as "COVID-19 Emergency Kit" are for use across your organization during the contract term listed in the Order for such subscriptions and will automatically terminate thereafter or, if you have active subscriptions for the Services being purchased, on the earlier of the contract term set forth in the Order or the expiration of your underlying paid subscription term. If you have active subscriptions

for the Services being purchased, the COVID-19 Emergency Kit subscriptions are subject to your existing contract with GoTo and do not change the terms of any previously purchased services. You may choose to purchase any of the COVID-19 Emergency Kit subscriptions under a separate order, but you are under no obligation to do so.

2.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services on the terms set forth in this Agreement or your invoice in accordance with the State of Texas Prompt Payment Act Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. bill you for all amounts due for your use of the Services, . We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals.

2.3. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion.

2.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 30 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting undisputed delinquent amounts.

2.5. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees or any other similar fees as may be applicable in the location in which the Services are being provided (if applicable to the Audio Services only) and similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

3. **TERM AND TERMINATION.**

3.1. **Term.** The initial term commitment for your purchase of Services will be as specified on an Order ("Initial Term") and begins on the Effective Date. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

3.2. **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach Section 1.2, 4.1, 4.3, or 5.

3.3. **Effect of Termination.** If the Agreement or any Services are terminated, your account may be converted to a "free" or "basic" version of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. To the extent permitted by applicable law, neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.3 above, the related Order will be terminated, and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

3.4. **Survival.** The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Your Content and Accounts), 7 (Indemnification), 8 (Limitation on Liability), 9.5 (No Class Actions), 9.10 (Notices), and 9.14 (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of

our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. "Content" means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users' behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

4.2. **Your Privacy and Security.** We maintain a global privacy and security program designed to protect your Content and any associated personal data we may collect and/or process on your behalf. You can visit our Trust & Privacy Center (<https://www.goto.com/company/trust>) to review applicable data processing locations and Sub-Processor Disclosures, as well as Service-specific information about our technical and organizational security measures (located in the Technical and Organizational Measures or "TOMs" documentation). When providing our Services, we act as a data processor, service provider, or the equivalent construct.

4.3. **Your Accounts.** You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws. In providing the services required by this Agreement, GoTo must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. GoTo shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE; THAT ALL INFORMATION, RESPONSES, AND REPRESENTATIONS PROVIDED BY US IN RESPONSE TO THE RFP ISSUED BY CUSTOMER ARE TRUE, ACCURATE, AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AS OF THE DATE OF SUBMISSION; AND THAT THE RFP RESPONSES DO NOT CONTAIN ANY MATERIAL MISREPRESENTATIONS OR OMISSIONS THAT COULD ADVERSELY AFFECT CUSTOMER'S UNDERSTANDING OF THE CAPABILITIES, FEATURES, OR FUNCTIONALITIES OF THE SERVICE AS DESCRIBED HEREIN. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS.

7. RESERVED

8. **LIMITATION ON LIABILITY.**

8.1. **LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

8.2. **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. **ADDITIONAL TERMS.**

9.1. **Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

9.2. **Third Party Services.**

9.2.1. Services may provide the capability for you to link to or integrate with third party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third party services and your use is governed solely by the terms for those services.

9.2.2. Any third party services we have sold to you are subject to this Agreement, including any additional terms specific to those services that may be set forth in the Service Descriptions. Unless otherwise specified in the Service Descriptions, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third party services we have sold to you.

9.3. **Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("Beta Services"). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback ("Feedback") about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

9.4. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.

9.5. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

9.6. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.

9.7. **Recording.** Certain Services provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.

9.8. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

9.9. **Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 333 Summer Street, Boston, Massachusetts 02210 USA, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

9.10. **Regional Terms.** If you are located in regions outside the United States and are purchasing our GoToConnect Services, additional terms specific to your region (as set forth in our Regional Supplement) shall apply to your use of the Services and shall be considered part of these Terms.

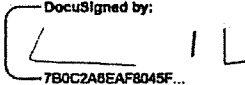

9.11. **Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between you and GoTo relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, a country-specific Regional Supplement, these Terms, the DPA, and the Service Descriptions, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. Tarrant County RFP 2023-072 and GDT/GoTo's response to Tarrant County RFP 2023-072 and this Agreement and exhibits constitute the entire agreement. Tarrant County RFP 2023-072 and GDT/GoTo's response to Tarrant County RFP 2023-072 take precedence over this agreement and its exhibits.

9.12. **Non-Appropriations.** The parties acknowledge Customer is a governmental entity subject to future funding limitations and Customer may terminate the Agreement during any future fiscal year in which funds are not appropriated by the Commissioners Court for the Services provided under this Agreement.

9.13. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

9.14. **Choice of Law and Location for Resolving Disputes.** Governing law for your use of the Services will be the state of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below, each as to the parts of the Agreement applicable to it as stated in the introductory paragraph.

Customer		GoTo		General Data Tech
By:		By:		By: 

Name:		Name:	Michael Donahue	Name: JUSTIN BAKER
Title:		Title:	CLO	Title: SALES Director - Central
Date:		Date:	November 1, 2023	Date: 11/1/2023

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A

Service Descriptions

Collaboration & Communications	Customer Engagement & Support	Identity & Access Management
GoToMeeting join.me Messenger GoToRoom GoToWebinar GoToStage GoToWebcast Event Services GoToTraining Enhanced Audio OpenVoice OpenVoice Integrated OpenVoice Integrated Unlimited OpenVoice Integrated Flat Rate Call Me Grasshopper GoToConnect	GoToAssist GoToAssist Corporate GoToAssist Remote Support GoToAssist Service Desk Rescue Rescue Live Lens Rescue Live Guide RescueAssist GoTo Resolve	LastPass Business LastPass SSO LastPass MFA LastPass Teams LastPass Premium and LastPass Families Central Pro GoToMyPC

General Information & Definitions

Use Levels. Use Levels means the model by which we measure, price and offer the Services as set forth on the applicable price list, Order, and/or Service Description. You are responsible for designating and managing your Users and their use of the Services in accordance with the Agreement and the Use Levels set forth in the Order and/or the Service Descriptions. Each User must have a unique Named User ID that may not be shared among Users. The Customer Administrator may reassign a reasonable number of Users, NACs, or Concurrent Seats, from time to time, and following any reassignment the previously designated User, NACs, or Concurrent Seat shall no longer be entitled to access the Service without incurring additional Fees. We reserve the right to review your usage, in our sole discretion, determine if you are exceeding the appropriate Use Levels, and, subject to applicable law: (i) suspend your access to the Services; (ii) terminate the Service; and/or (iii) invoice you for actual usage. Should we suspect that any User information is not accurate, current or complete, we reserve the right to suspend or terminate your or your User's usage of the Services.

Definitions. All terms not otherwise defined herein shall have the meanings set forth in the Agreement. For any conflict between these Service Descriptions and the terms in any other component of the Agreement, the terms below control for the applicable Service only.

- **Administrator** means an individual you designate (or by default, the authorized signatory of the Agreement) who manages the Administration Center including, but not limited to, designating any NAU.
- **Administration Center** means a portal for Administrators that provides end-user and account-management tools, and a centralized control for administration and deployment of the Service.
- **Content** means any files, documents, recordings, and other information belonging to you, users or others as may be uploaded to your account for storage and/or as used, presented or shared with third parties in connection with the Service.
- **Named Authorized User, NAU, Named Authorized Audio User, NAAU** means those designated individuals who may access and use the Services in accordance with the Agreement. Each NAU or NAAU must have a Named User ID. Designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with whom you transact business as designated by an Administrator.
- **Named Authorized Computers, or NACs** means designated host computers, whether physical or virtual machines, that may be accessed in accordance with the GoToMyPC Service.
- **Named User ID** means the unique identifier of each designated individual or NAC authorized to use the Services. A Named User ID must be unique and may not be of a generic nature (e.g., john.doe@goto.com is a unique Named User ID; whereas user1@goto.com, or trainer@goto.com, are examples of generic user identifiers).
- **User or Unit** means, individually or collectively, NAU, NAAU, and/or NAC.

Alternative Subscription Models. Alternative subscription models describe non-standard ways that Services may be used, provisioned or billed.

- **Concurrent Seat** means a subscription model for certain Services under which multiple Named User IDs are permitted to log in consecutively to an active Concurrent Seat.
- **Bundle Subscription** means the method by which you subscribe to multiple Services for a specific number of Universal Users. Bundle Subscriptions are predefined and priced.
- **Universal User** means those designated individuals who may access and use multiple Services in accordance with the Agreement. Each Universal User must have a Named User ID, and the total number of Universal Users may not exceed the aggregate number of Bundle subscriptions.

- **Flexible Use Models** refer to a variety of alternative billing models intended to allow customers with variable or seasonal usage patterns to maintain an active account with us without committing themselves to monthly or annual expenses that exceed their need. The currently available models are set forth below and may not be available for all Services.
 - **Subscription-based Flex Subscription (fka "Active Rolling Host (ARH))**: You may purchase a minimum number of NAU subscriptions for applicable Services as set forth on an Order ("Minimum") for which you will be billed on a monthly basis and will have access to a total number of NAU subscriptions equal to 7 times the Minimum ("Maximum"). In any month that your usage exceeds the Minimum, you will be invoiced per subscription used at a rate equal to either: (i) 20% above the monthly subscription fee in your Order; or (ii) the pre-defined flat rate per NAU above the Minimum set forth in your Order. For the first two (2) billing cycles of the Initial Term, you will pay only for the Minimum during that period ("Flex Ramp Up Period").
 - **Event-based Flex Subscription**: For available Services, you may maintain an active account with us by paying a reduced monthly subscription fee and making purchases on a per-event basis.
- **Site License** means the purchase of a single subscription to the applicable Service that provides you with use of the Service for every employee within one or more defined company domains at a flat fee. The Site License pricing and any associated fees are calculated based on the number of employees within the domain(s), not the number of those employees who actually use the Service. Upon renewal of the Service, we may adjust the Site License fee to reflect a change in the number of employees within the domain(s). Your initial maximum employee count will be as set forth in the "Services and Fee Summary" section of the applicable Order.

Customer and Technical Support. Support is available at <https://support.goto.com>.

Training. We may make available to you online training sessions for individuals who are Named Authorized Users or authorized by you to access the Services. Additional fees may apply.

Privacy Policy. Unless otherwise noted in the applicable Service Description, the Privacy Policy applies.

Additional Services. For Services no longer available for purchase, the Service Description last applicable to such Service shall apply.

Communications & Collaboration

Communications & Collaboration Services are online communication services that enable individuals and organizations to easily, securely and cost-effectively interact using a rich set of features which varies by Service offering and may include: desktop screen sharing, HDFaces video conferencing, and integrated audio. The Services are delivered via web browser, mobile application, or client executable, through a globally distributed network of proprietary hardware and software, hosted and operated by GoTo, its affiliates, and partners. For purposes of these Services an Organizer is an authorized user of the Services who can initiate Services and invite Attendees (each Organizer must have an associated Named User ID) and an Attendee is an individual who is invited by the Organizer to attend a meeting or Event.

- **Emergency Services.** Except for GoToConnect (defined below), you understand that the Services: (a) do not offer "dial-tone" functionality; and (b) cannot be used for calls to emergency service numbers (which may include 911, 999, and 112). In the event of an emergency, you should utilize the telephone service provided by your local telephone carrier to make an emergency call.
- **GoToMeeting** enables users to schedule, convene and moderate meetings using the GoToMeeting web site, mobile application, or executable customer software.
- **join.me** enables users to schedule, convene and moderate meetings using the join.me web site, mobile application, or executable customer software.
- **GoToMeeting Messenger** enables GoToMeeting customers to initiate out-of-meeting chat sessions and engage in one-on-one or group chat sessions. Users can invite non-GoToMeeting customers to use Messenger and such users must create an identity with GoTo prior to using Messenger.
- **GoToRoom**

- **Overview.** GoToRoom allows you to configure a video conferencing solution in your physical conference room. The Service includes: (i) a hardware kit; (ii) a seat of GoToRoom which allows for "Meet Now" functionality or attending/starting GoToMeeting sessions subject to the Terms of Service; and (iii) limited technical support. Each conference room is a Named User ID for purposes of the NAU definition and is not considered a generic user. The hardware kit consists of third-party manufactured, off-the-shelf components including an audio device, video camera, computing device, input device (e.g., touch panel or keyboard and mouse), and an instruction sheet for installation (the "Kit"). GoTo orders the Kit on your behalf and you consent to the sharing of your required information for this purpose. A distributor of GoTo's choosing will configure and deliver the Kit to you. GoTo will process your order and generate a tracking number within seven business days from order placement, however actual delivery times may vary depending on the delivery location. The Kit will be delivered with GoToRoom preloaded for immediate use.
- **Kit Warranties.** You take delivery of and title to the Kit directly from the distributor and any licenses or warranties from the manufacturer of the components passes directly to you. You must inform GoTo of any missing or incorrect Kit components within 48 hours of delivery. During the 12-month period following the purchase date, if all, or any part, of the Kit does not perform, GoTo will replace the component or kit at no charge to you. Following this 12-month period, the Kit is provided on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, except to the extent that any manufacturer warranty remains in effect. GoTo does not accept return of used Kits and will not issue refunds for them. However, in the event that you are unsatisfied with the performance of the Kit, GoTo may, at its sole option, approve return on the Kit and may charge a reasonable restocking fee.
- **Dolby Hardware.** If you are purchasing or leasing any Dolby equipment as part of your GoToRoom purchase, the terms of the end user license agreement for Dolby Voice Client software, attached as Exhibit D here, are incorporated by reference. In addition, if you entered into any lease or Room-as-a-Service ("RaaS") purchase of Dolby equipment as part of your GoToRoom purchase on or before August 3, 2020, whether separately listed on the Order or bundled with Services, the lease terms in Exhibit D apply to such lease and are incorporated by reference.
- **GoTo Room-as-a-Service Purchases.** If you are purchasing any GoToRoom Kit as part of a GoToRoom RaaS offering, the GoTo Room-as-a-Service (RaaS) Terms, attached as Exhibit E, apply to such purchase.
- **Technical Support.** GoTo will provide standard customer and technical support consistent with the support level for GoToMeeting Plus, and Level 1 support for the Kit. Support is available at the Product Support Portal located at <https://support.goto.com>.
- **GoToWebinar** enables organizations to conduct do-it-yourself, one-to-many information presentation events reaching local and global Attendees over the Internet. Webinars are scheduled, convened and moderated using the GoToWebinar web site and/or executable customer software.
- **GoToStage** is an online video hosting platform designed to enable individuals and organizations to manage and share the Content they create, as well as view Content created by others. By posting or sharing Content on GoToStage, you agree that such Content may be hosted, distributed or broadcast by GoTo, and consent to it being archived by GoTo until removed by you, even after you cease to be a customer. As a viewer, you will be required to create an identity to access relevant and recommended content and you agree to share your viewing history and preferences with GoTo and content creators, subject to GoTo's Privacy Policy.
- **GoToWebcast**
 - **Overview.** GoToWebcast is an online self-service, webcasting service that enables organizations or individuals to broadcast or stream video and audio live or on-demand to a maximum of 5,000 online Attendees of an Event. Webcasts are scheduled and convened using the GoToWebcast website. Each NAU may run only 1 GoToWebcast Event at any particular time, with a maximum duration of 8 hours and an Attendee limit as set forth in the Order.
 - **Fees; Overages.** During each Event, you may exceed the contracted Attendee quantity by not more than 10% ("Attendee Buffer"), at no additional Fee. Overages in excess of the Attendee Buffer are subject to additional Fees.
 - **Customer Content.** We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove Content that violates the Terms of Service, or any applicable policies, laws, or regulations. You acknowledge and agree that: (i) you are solely responsible for all Content created, transmitted or displayed while using the GoToWebcast Service, and for any loss or damage suffered by us or any third party relating to the Content; and (ii) we have no responsibility or liability for deletion or failure to store the Content and other communications maintained or transmitted through use of the GoToWebcast Service.

- **Technical Support.** GoToWebcast includes Event support through the Attendee Resource Portal and Presenter Resource Portal, web-based searchable knowledge bases; and FAQs, Live Chat, and Interactive Voice Response for Attendees and presenters. You can access these support options through your GoToWebcast account.
- **Event Services** is a consulting and support service that assists with planning and delivery of webinars or trainings. Event Services includes assignment of an event producer and may be purchased at a specific Service level. Event Services shall be invoiced upon ordering, are not eligible for refunds and shall expire if not fully used within 12 months of date of the Order. Additional fees may apply for orders placed and/or cancelled within 72 business hours of scheduled event. You agree that all Event Services provided by us are for your benefit only, and you are solely responsible for all content of your webinars and trainings. You are not permitted to resell, share, distribute or otherwise disclose any advice or instruction provided by us in connection with the Event Services.
- **GoToTraining** enables users to schedule, convene and moderate training sessions using the GoToTraining web site or executable customer software.

Enhanced Audio Services

- **General Information**
 - **Fee Commitment.** You will be billed monthly in arrears for the greater of: (i) the monthly minimum periodic Fees as set forth in the Order; or (ii) your actual usage at the price per minute per line rates as set forth in the Order. Current regional standard rates for Enhanced Audio Services are available in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice.
 - **Ramp Up Period** means the first 2 billing cycles of the Initial Term during which the Audio Fee Commitment will be waived and you will pay only for actual minutes used during that period.
 - **Use of Service.** We reserve the right to review your usage of the Enhanced Audio Services to determine abnormal usage, or any usage that violates the Agreement. We may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If we determine that you are engaging in abnormal use or use that otherwise violates the Agreement, we may, in our sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, suspend, and/or terminate your Enhanced Audio Services with or without notice. If we believe that you have used the Enhanced Audio Services for unlawful purposes, we may immediately terminate your Agreement with or without notice and forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
 - **Termination of Enhanced Audio Services in Conjunction with Services.** In the event Customer terminates its subscription of GoToMeeting, join.me, GoToWebinar or GoToTraining in accordance with the terms of the Agreement, your Enhanced Audio Services shall also terminate, and we will refund to you any prepaid but unused Fees.
- **Enhanced Audio** provides U.S. and international toll free numbers solely for use as an integrated, additional audio option with GoToMeeting, join.me, GoToWebinar and GoToTraining (and requires a corresponding subscription for those services that must remain active for Enhanced Audio to be used). Fees are charged on a per-minute, per-line usage basis at the rates set forth in the Order.
- **Enhanced Audio Flat Rate** is available for integrated use with GoToMeeting (may not be available for all GoToMeeting tiers), subject to certain restrictions as set forth on the Order. Enhanced Audio Flat Rate is provisioned with toll free and Call Me numbers solely for use as an additional audio option for your online meetings. You pay a set monthly fee for uncapped usage (up to the Monthly Fair Use Limit) by GoToMeeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoToMeeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoToMeeting. Enhanced Audio Flat Rate is available for purchase only in designated countries.
 - **Named Authorized Audio User or NAAU.** The number of NAAUs for your Enhanced Audio Flat Rate account shall be issued on a 1:1 ratio to the number of Named Authorized Users for the GoToMeeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoToMeeting and invoiced on your next regularly scheduled invoice.
 - **Subscription Fees and Monthly Fair Use.** You will be billed annually in advance for the Enhanced Audio Flat Rate Fees set forth in the Order. The Monthly Fair Use Limit means the monthly aggregate total of 3,000 minutes per NAAU

multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoToMeeting only. Usage of: (1) toll free numbers in GoToWebinar or GoToTraining; and/or (2) toll-free and Call Me (GoToMeeting only) usage outside of the countries specified in the Order, will be billed under the standard Enhanced Audio toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.

- **Use of Service.** We reserve the right to review your usage of the Enhanced Audio Flat Rate Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. We may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If we determine that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, we may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, or suspend or terminate your Enhanced Audio Flat Rate Service with or without notice. If we believe that Customer has used the Audio Service for an unlawful purpose, we may immediately terminate your Agreement with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
- **Call Me** is a feature available for use with GoToMeeting that allows meeting organizers to give attendees of a meeting or conference call the option to enter a phone number and receive a call from the GoToMeeting service to that number at the time the meeting starts. Fees are either: (1) charged on a per-minute, per-line usage basis at the same rates set forth in the Order for Enhanced Audio toll-free; or (2) at a flat rate (up to the Monthly Fair Use Limit) as set forth in the Order, when Call Me is provided as a feature of Enhanced Audio Flat Rate. Attendee is responsible for the accuracy of the phone number entered, and Organizers are responsible for verifying the identity of Attendees joining using Call Me, and any charges arising from the use, even if an attendee enters an inaccurate phone number.

OpenVoice Services (Telecommunications)

- **General Information**
 - **Fee Commitment.** You will be billed monthly in arrears for the greater of: (i) the monthly minimum periodic Fees payable to GoTo Audio as set forth in the Order; or (ii) your actual usage at the price per minute per line rates as set forth in the Order. Current regional standard rates for Audio Services are available in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice.
 - **Ramp Up Period** means the first 2 billing cycles of the Initial Term during which the Audio Fee Commitment will be waived and you will pay only for actual minutes used during that period.
 - **Use of Service.** GoTo Audio reserves the right to review your usage of the Audio Services to determine abnormal usage, or any usage that violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you are engaging in abnormal use or use that otherwise violates the Agreement, GoTo Audio may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, suspend, and/or terminate your OpenVoice Services with or without notice. If GoTo Audio believes that you have used the OpenVoice Services for unlawful purposes, GoTo Audio may immediately terminate your Agreement with or without notice and forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
 - **Termination of OpenVoice Services in Conjunction with Services.** In the event Customer terminates its subscription of GoToMeeting, join.me, GoToWebinar or GoToTraining in accordance with the terms of the Agreement, your OpenVoice Services shall also terminate, and GoTo Audio will refund to you any prepaid but unused Fees.
- **OpenVoice** is a stand-alone audio conferencing solution, accessed via touchtone telephone, and supports both traditional, land-line dial in and mobile phone access for up to 500 audio conferencing connections in a single meeting. Organizers have 24/7 access to full-featured reservation-less audio conferencing, and you have access to the administrative account, billing and management web portal. OpenVoice is charged on a per-minute, per-line usage basis at the rates set forth in the Order. You can provision unlimited Organizer accounts, and each Organizer will receive a unique conference room number, Organizer PIN and access to the Organizer's meeting management web portal.
- **OpenVoice Integrated** provides U.S. and international toll free numbers solely for use as an integrated, additional audio option with GoToMeeting, join.me, GoToWebinar and GoToTraining (and requires a corresponding subscription for those services that must remain active for OVI to be used). Fees are charged on a per-minute, per-line usage basis at the rates set

forth in the Order. If you cancel the corresponding subscription to GoToMeeting, join.me, GoToWebinar or GoToTraining, your OVI subscription will be automatically transferred to OpenVoice effective as of the date of cancellation of the Service.

- **OpenVoice Integrated Unlimited ("OVIU")** is available for integrated use with GoToMeeting, subject to certain restrictions as set forth on the Order. OVIU also includes a separate concurrent subscription to OpenVoice as described above. You are provisioned with toll free numbers solely for use as an additional audio option for your online meetings. You pay a set monthly fee for uncapped usage by GoToMeeting organizers or attendees who dial in using the toll-free numbers, and is charged based on usage at the price per minute per line rates listed on the Order. You must separately subscribe to GoToMeeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoToMeeting. OpenVoice Integrated Unlimited is available for purchase only in designated countries.
 - **Named Authorized Audio User or NAAU.** The number of NAAUs for your OVIU account shall be issued on a 1:1 ratio for use with the GoToMeeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoToMeeting and invoiced on your next regularly scheduled invoice.
 - **Subscription Fees and Monthly Fair Use.** You will be billed monthly in advance for the OVIU Fees set forth in the Order. The Monthly Fair Use Limit means the monthly aggregate total of 3,000 minutes per NAAU multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoToMeeting only. Usage of toll free numbers in GoToWebinar or GoToTraining is billed under the standard OpenVoice Integrated toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.
 - **Use of Service.** GoTo Audio reserves the right to review your usage of the OVIU Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, GoTo Audio may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, or suspend or terminate your OVIU Service with or without notice. If GoTo Audio believes that Customer has used the Audio Service for an unlawful purpose, GoTo Audio may immediately terminate your Agreement with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
- **OpenVoice Integrated Flat Rate (OVIFR)** is available for integrated use with GoToMeeting (Starter, Pro, Plus, and/or when utilizing a Flex Subscription), subject to certain restrictions as set forth on the Order. OVIFR also includes a separate concurrent subscription to OpenVoice as described above and is provisioned with toll free and Call Me numbers solely for use as an additional audio option for your online meetings. You pay a set monthly fee for uncapped usage (up to the Monthly Fair Use Limit) by GoToMeeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoToMeeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoToMeeting. OVIFR is available for purchase only in designated countries.
 - **Named Authorized Audio User or NAAU.** The number of NAAUs for your OVIFR account shall be issued on a 1:1 ratio to the number of Named Authorized Users for the GoToMeeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoToMeeting and invoiced on your next regularly scheduled invoice.
 - **Subscription Fees and Monthly Fair Use.** You will be billed annually in advance for the OVIFR Fees set forth in the Order. The Monthly Fair Use Limit means the monthly aggregate total of 3,000 minutes per NAAU multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoToMeeting only. Usage of: (1) toll free numbers in GoToWebinar or GoToTraining; and/or (2) toll-free and Call Me usage outside of the countries specified in the Order, will be billed under the standard OpenVoice Integrated toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.
 - **Use of Service.** GoTo Audio reserves the right to review your usage of the OVIFR Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, GoTo Audio may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, or suspend or terminate your OVIFR Service with or without notice. If GoTo Audio believes that Customer has used the Audio Service for an unlawful purpose, GoTo Audio may immediately terminate your Agreement with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.

- **Call Me** is a feature available for use with GoToMeeting that allows meeting organizers to give attendees of a meeting or conference call the option to enter a phone number and receive a call from the GoToMeeting service to that number at the time the meeting starts. Fees are either: (1) charged on a per-minute, per-line usage basis at the same rates set forth in the Order for OpenVoice Integrated toll-free; or (2) at a flat rate (up to the Monthly Fair Use Limit) as set forth in the Order, when Call Me is provided as a feature of OVIFR. Attendee is responsible for the accuracy of the phone number entered, and Organizers are responsible for verifying the identity of Attendees joining using Call Me, and any charges arising from the use, even if an attendee enters an inaccurate phone number.

Grasshopper Services are provided by Grasshopper Group LLC ("Grasshopper"), the communications provider responsible for the rates, terms and conditions relating to all Grasshopper Services.

- **Overview.** Grasshopper is a Virtual PBX (private branch exchange) telecommunication service that provides you with toll free or local numbers. You own provisioned numbers and may port those numbers to any other provider prior to termination of your account. Details about transferring numbers are available at www.grasshopper.com/numberporting. Additional telecommunication and non-telecommunication features, services, and applicable pricing are available at www.grasshopper.com/featurepricing.
 - **Grasshopper Connect Services** are a communications solution which uses the same technology as Grasshopper to provide a second phone number to a user's cell phone, however, it also utilizes an app to combine phone calls, text messages, and emails into one unified inbox. The app allows users to see all of their conversations together and adds email integration. Each conversation is sorted by contact, allowing all the communications from one contact in a single timeline view. The goal is for users to increase visibility into their business communications and reply faster to their customers.
- **Emergency Service.** GRASSHOPPER IS NOT A "DIAL-TONE" PROVIDER. GRASSHOPPER CANNOT BE USED FOR EMERGENCY SERVICES. IN THE EVENT OF AN EMERGENCY WHILE USING THE SERVICES, YOU MUST HANG UP AND DIAL A LOCAL EMERGENCY NUMBER USING THE TELEPHONE SERVICE PROVIDED BY YOUR LOCAL CARRIER.
- **Reasonable Use Policy.** Grasshopper Services plans are offered on an "unlimited use" and/or "unlimited minutes" basis and:
 - (i) may only be used for normal business use; (ii) are provided only for live dialog between two individuals; and (iii) exclude international calling, which is available for an additional fee. Grasshopper Services may not be used for any of the following prohibited uses:
 - Trunking or forwarding your Grasshopper number to another phone number capable of handling multiple simultaneous calls, or to a PBX or a key system;
 - Spamming or blasting (e.g., sending 100 or more bulk and/or junk voicemail or faxes simultaneously). Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.);
 - Text message blasting (any volume of text messages sent by you, which interferes with the use of Grasshopper's network or systems or the network of any other provider, as determined by Grasshopper);
 - Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).
- Grasshopper reserves the right without prior notice to: (i) disconnect or suspend your Service if Grasshopper determines that your use of the Service violates this Reasonable Use Policy, or if you consistently exceed 50,000 minutes per month or 50 concurrent calls at any time; and (ii) to terminate voice calls exceeding a 6 hour duration and fax calls exceeding a 3 hour duration. This Reasonable Use Policy also applies to "unlimited" extensions that are limited to 1,000 extensions to each account. Additional extensions may require an additional Grasshopper account. Unlimited Voice Studio enables you to record an "unlimited" number of greetings and messages of up to 750 words each. Greetings or messages in excess of 750 words will be subject to an additional Fee of 75.00 USD for every 750 words. Grasshopper may add to, modify or amend the Reasonable Use Policy at any time for any reason in its sole discretion.

- **Account Changes and CPNI Compliance.** You may request changes to Service features or Service plans (changes to a Service plan, may not take effect until your next Term) by notifying Grasshopper in writing or by telephone and when contacting Grasshopper, must provide: name, address, account number, and administrative PIN, or be submitted from the original email address on file. Grasshopper protects your Proprietary Network Information (CPNI) by using this pin. Telecommunications providers are subject to the FCC's rules protecting CPNI. Additional information about CPNI is available on the FCC website at <http://apps.fcc.gov/eb/CPNI/index.cfm>.
- **Term.** The Initial Term for the Grasshopper Services may be either monthly or annual, based on the period associated with the Services purchased when you place your order. The Initial Term begins on the date Grasshopper activates Services for your Account and will renew for a period equal to the Initial Term thereafter until terminated by either party pursuant to the terms below.
- **Fees.** Fees will be charged either in advance or in arrears, as set forth herein. Fees charged in advance include recurring charges such as Service plan charges (including any related taxes or fees that are permitted to be charged in advance), add-ons and upgrades, and non-recurring charges (e.g. one-time charge(s) or fees). Fees charged in arrears include usage charges (e.g. overages), international, , long distance and directory assistance charges, and taxes and surcharges (e.g. Telecommunications Sales Tax, FCC Regulatory Fee, Regulatory Recovery Fees, and Federal Universal Service Fund (USF))
 - Services plans for toll-free and local numbers include: (i) a flat monthly Service Fee which is the basic charge associated with the Service that includes the calling charges defined by your Service plan; (ii) the number of included plan minutes ("Threshold Amount"); and (iii) an additional minute rate (for use in excess of number of calling minutes on their Service plan, Grasshopper will bill you for the minutes used above the allowance), in each case for use in the continental United States (excluding Alaska and Hawaii and United States territories) and Canada. Service Plans and Fees are available on the Grasshopper website at <https://signup.grasshopper.com/plans>.
 - International calls (not including calls to Canada) and calls to areas outside the continental United States (including, but not limited to, Alaska and Hawaii and United States territories), including calls forwarded from the continental United States and Canada to such international areas, are charged based on the international outbound rates posted on the Grasshopper website at <https://grasshopper.com/international-rates/>.
 - Grasshopper may charge initiation and additional fees for optional features, add-ons, and additional products and Services. Such Fees are posted on the Grasshopper website at <https://signup.grasshopper.com/plans>. Grasshopper reserves the right to change its pricing and/or billing practices in its sole discretion. Grasshopper bills usage charges in six (6) second increments with an eighteen (18) second minimum, or as otherwise set forth in the applicable Service plan. IN ORDER TO ENABLE INTERNATIONAL CALLING ON AN ACCOUNT YOU MUST PAY AN INITIAL DEPOSIT OF 500.00 USD. THIS DEPOSIT WILL BE USED TO PAY CHARGES AS THEY ARE INCURRED ON YOUR ACCOUNT. Usage charges are billed in arrears. Excess use charges for additional minutes are billed on the sooner of the month following such usage, or when the usage results in a charge that exceeds your Threshold Amount. Credit or debit cards will automatically be billed on the sooner of: monthly or upon reaching the Threshold Amount, and no additional notice or consent will be required for billings to that credit or debit card or account. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Grasshopper may make reasonable adjustments and pro-rations. Service plans are charged where applicable, annually, monthly or upon the accrual of usage-based fees which result in charges that exceed the Threshold Amount for your account, whichever comes first. The Threshold Amount is set by Grasshopper and may vary based on your plan of Service, usage and account history.
 - Except where prohibited by applicable law, Grasshopper may charge a monthly Regulatory Recovery Fee in connection with any telephony services provided to Customers within the United States to offset costs incurred by Grasshopper in complying with inquiries and obligations imposed on Grasshopper by federal, state, municipal and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. Regulatory Recovery Fees are presented as separate line-item on invoices, and the initial rates will be set forth in any quote for Services. Grasshopper may increase or decrease the regulatory recovery fee without notice.
- **Default and Termination.** You may terminate the Grasshopper Service in accordance with the Terms of Service and by providing notice of termination by submitting a ticket to Grasshopper's Billing Department at <http://support.grasshopper.com>, and upon receipt of ticket, Grasshopper will generate a cancellation ticket to cancel your Account and will email you a cancellation ticket number to confirm Grasshopper's receipt of your termination notice. Termination requests will be fulfilled

within 1 business day. If you do not receive a cancellation ticket number, termination notice may not have been received by Grasshopper, and you should contact Customer Support at 1-800-820-8210 or 1-617-395-5700 to verify the generation of a cancellation ticket number. Because minutes are paid in arrears, a final payment for minute usage will be processed on your next billing date after termination. Following termination of the Grasshopper Services, you shall have no right to receive, and Grasshopper will have no obligation to forward any unread or unsent messages to you or any third party. Grasshopper may require reactivation charges to renew Services after termination or suspension. Upon termination, you are responsible for paying all undisputed amounts and charges owing under this Agreement. Past due balance on previous or multiple accounts will be charged the full balance due upon opening a new account or updating your credit or debit card on file.

- **Blacklisted Destinations.** Grasshopper reserves the right, in its sole discretion, to block access to certain international countries and locations that are frequently implicated in fraudulent calls ("Blacklisted Destinations"). At your request and subject to specific conditions, Grasshopper may provide you access to Blacklisted Destinations.
- **Privacy and Recording.** You authorize Grasshopper to: (i) monitor and record calls to Customer Service regarding your account or the Services; and (ii) contact you from time to time by means of (a) phone calls, voice mail, push notifications or text messages to phone numbers provided by Grasshopper or other phone numbers you provide to Grasshopper for contact purposes, which may be sent using automatic dialing equipment, or (b) your Grasshopper voicemail box. Grasshopper may also monitor or record calls passing through Grasshopper's networks and systems solely for troubleshooting and/or Service quality control checks required for the provision of Services. This recording may be done with or without additional notice and such recordings will only be used for quality and training purposes.

GoToConnect Services.

GoToConnect (formerly Jive) is a cloud-based VoIP service which combines audio, video, and screensharing capabilities with cloud-based telephony and messaging services, including contact center services and associated enabling hardware, to provide a fully integrated application that allows users to connect and communicate internally and externally via a web browser or downloadable application. Additionally, certain packages for GoToConnect may incorporate other GoTo Services referenced in these Service Descriptions, and which shall be subject to the terms applicable to such Services. All non-PBX based audio conferencing is provided in accordance with the OpenVoice Services set forth above. Third-party add-on services (a "Third Party Service" under the Terms of Service) may be purchased for GoToConnect, such as those described here:

- **GoToConnect - Teams Edition.** GoToConnect - Teams Edition, is a voice-only version of GoToConnect bundled with the Connector (defined below), enabling you to make and receive calls within your Microsoft Teams account.
- **GoToConnect Teams Connector.** GoToConnect Teams Connector (or "Connector") is a third-party add-on service for your existing GoToConnect account which enables your GoToConnect users to make and receive calls within their Microsoft Teams account using the GoToConnect platform.
- **Technical Sufficiency Criteria.** GoToConnect requires a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of GoToConnect with any network, services, or connection not compatible with GoToConnect may result in partial or complete unavailability, interruption, or underperformance of GoToConnect or other services utilizing the same network, services, or connection. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for GoToConnect to connect to and use such network, services, and connection.
- **Adding or Removing Services.** You may add users to your account at any time, and we will prorate the associated Service Charges for the first month. To reduce the number of users, or to terminate this agreement, you must notify us no less than 10 days before the end of the Term, and the reduction or termination will take effect after the end of the then-current Term. For the purposes of this Addendum, "**Service Charges**" means fixed monthly charges for the Services on your account.
- **Rates.** GoToConnect includes (subject to fair usage) in-country calling to the applicable landline and mobile phone number (excluding information service/special number prefixing). Out of country (international calling) would adhere to the applicable GoToConnect international calling plan with rates defined by country and call type (i.e., landline or mobile). In some instances, international calls to landlines would incur no charge to the Customer (subject to fair usage). All other calls will be billed based on the current regional standard rates set forth in the applicable GoToConnect calling plan.
- **Rate Adjustment.** Standard rates are subject to change without notice. We reserve the right to revise rates once per year at any time after the Initial Term and upon thirty (30) days' prior written notice. Pricing may also change due to regulatory

requirements, market conditions, or other pass through charges. The preceding provisions on rate adjustment shall not apply if the Regional Supplement (see below) contains a different process for rate adjustment in your country.

- **Regional Supplement.** If you are purchasing GoToConnect from outside of North America, the Regional Supplement shall apply to you.
- **Emergency Services in North America.**
 - **Availability and Use of Emergency Services.** You acknowledge: (1) that you have read and understood our 911 Service Availability Policy, which is attached as Exhibit F; and (2) that the 911 dialing service we offer ("GoToConnect 911 Dialing") differs from 911 dialing service offered by traditional telephone carriers in the ways described in the 911 Service Availability Policy, including that GoToConnect 911 Dialing will not function if you lose electrical power or broadband internet connection or if anything on your wide area network or local area network blocks your connection to our platform. Also, GoToConnect 911 Dialing will not function if we have deactivated the Services for any reason, including your non-payment.
 - **Physical Location Information.** You must provide us the physical location of each device used to make or receive calls, and we will not activate a device until we have received this information. If you relocate any device, you must promptly notify our Fulfillment Department of the device's new location by e-mail at numbers@goto.com and you must pay any fees associated with updating the location database. For the purposes of this Addendum, a "device" is a physical phone, soft phone, fax machine, analog telephone adapter, or other device used to make or receive calls using the Service.
 - **Callback Information.** Location and callback information associated with a device will normally be automatically forwarded to an "emergency dispatch center," defined as any local or national answering point for 911 calls, when using GoToConnect 911 Dialing. Because some emergency dispatch centers are not equipped to receive such location and callback information, you acknowledge that you may need to provide location and callback information verbally. Automatic forwarding of location and callback information is not activated for any device until we notify you by e-mail that it has been activated.
- **Emergency Services Outside North America.** If you are purchasing GoToConnect outside of North America, consult the Regional Supplement for information on your use of emergency services.
- **Regulatory Recovery Fees.** Except where prohibited by applicable law, we may charge a monthly regulatory recovery fee in connection with any telephony services provided to you within the United States, to offset costs we incur in complying with inquiries and obligations imposed on us by federal, state, municipal, and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. We may increase or decrease the regulatory recovery fee without notice.
- **Reasonable Use.**
 - **"Unlimited" Usage.** You acknowledge that: (a) any reference we have made to "unlimited" minutes or features refers to our practice not to charge for the Services on a per-minute or per-use basis when use is reasonable; and (b) that we do not offer "unlimited" plans for call center operations, fax spamming, or other activities that use an extraordinary amount of connectivity to the public switched telephone network (the "PSTN"). Unless otherwise stated (e.g. in your Order or in the Regional Supplement), we may limit PSTN connectivity, impose per-minute charges for excessive use, or terminate this agreement if we determine that your average per-user PSTN connectivity exceeds the monthly aggregate total of 2,500 minutes per month multiplied by the total number of users authorized for your account.
 - **Use Limits.** We may block calls or call destinations we believe are associated with toll fraud, traffic pumping, or high-frequency machine dialing, and we may suspend or terminate Services we believe were obtained by subscription fraud.
- **Equipment and Additional Products.**
 - **Purchase and Cancellation.** You acknowledge that except as set forth below, all equipment purchases are final and non-refundable. Cancelling an equipment purchase does not terminate the Agreement or any Services you have purchased. You may cancel an equipment order you have previously placed: (a) by notifying us no later than 24 hours after submitting the Order; or (b) if, after more than 24 hours from Order submission, you deliver written notice to us no more than 30 days after submitting the Order and pay a 25% restocking fee for all cancelled or rejected equipment purchases. We will not issue a refund until the equipment is returned to us. Returned equipment must be in like-new condition in original packaging. In addition to the restocking fee, you must pay all costs to replace damaged equipment or missing components or packaging.

- **Shipment.** All equipment is sold FOB our shipping point unless otherwise noted. Delivery of equipment to our or another loading point will constitute delivery to you, and regardless of shipping terms, you will bear all risk of loss or damage in transit.
- **Manufacturer's Warranty.** We assign you any and all rights we have under any manufacturer's warranty for equipment you purchase from us. We may, in our discretion, assist you in obtaining replacement equipment or equipment service under the manufacturer's warranty.
- **Equipment Rental.** If you are renting any equipment from us, whether the rental is separately listed on the Order or is bundled with Services, the terms of the equipment rental agreement, attached hereto as Exhibit G, are hereby incorporated by reference.
- **NICE CXone.** If you are purchasing a subscription to the NICE CXone (formerly inContact) contact center services ("NICE CXone Services"), the terms of the NICE CXone Services agreement, attached as Exhibit H, are hereby incorporated by reference.
- **Jive Business Continuity.** If you are purchasing a subscription to the Jive Business Continuity service, the terms of the network services agreement, attached as Exhibit I, are hereby incorporated by reference.
- **SD-WAN Purchase.** If you are purchasing SD-WAN services, the terms of the SD-WAN purchase agreement, attached as Exhibit J, are hereby incorporated by reference.
- **Informacast.** If you are purchasing Informacast mass notification service (available in the United States only), you must not use it to send communications (i) for which the receiving party will incur a charge unless you have first obtained the receiving party's permission or unless responding to an emergency; (ii) to individuals who are not your employees, are not using a device you have provided, or who have not given you affirmative consent; or (iii) to emergency numbers or patient rooms. You also accept Singlewire, Inc. (the owner of Informacast) as a third-party beneficiary of this agreement for purposes of exercising any of our rights or demanding the performance of your obligations related to the Informacast service.
- ***Term & Termination.***
 - **Term.** Notwithstanding anything to the contrary in the Terms of Service, the Initial Term begins on the Effective Date and will continue for the duration specified on the Order, measured from the first day of the month following the Effective Date. After the Initial Term, the Services will automatically renew on a month-to-month basis (each, a "Renewal Term").
 - **Early Termination.** If you terminate the Agreement or the Services purchased hereunder for any reason (except for our material breach), or if we terminate the Agreement or the Services purchased hereunder due to your breach, you will remain responsible for all applicable Service Charges through the end of the Term.
- ***Technical and Organizational Measures.*** GoTo has implemented measures designed to ensure appropriate privacy, security, availability, and confidentiality of GoToConnect. You may find out more about these measures by visiting the GoToConnect page in the "[Product Resources](#)" section of [GoTo's Trust & Privacy Center](#).

Customer Engagement & Support

GoToAssist is a hosted, web-based, Software-as-a-Service online remote support and access service that combines essential cloud-based support and IT management tools and is designed to help agents support computers, mobile devices, and network infrastructure located anywhere with internet access. You may subscribe to the GoToAssist Service on a per Named Authorized User or Concurrent Seat basis, as set forth in the Order.

- ***GoToAssist Corporate*** enables individuals and support organizations to connect to customers and provide live remote assistance using two-way screen-sharing, integrated chat, and mouse and keyboard control to resolve technical issues.
- ***GoToAssist Remote Support*** enables individuals and organizations to connect to customers using two-way screen-sharing, remote access, control, diagnostics, chat and more to resolve technical issues remotely with solutions tailored for a variety of departments including multi-agent call centers, help desks and IT departments. You may use the unattended support feature on up to one hundred (100) computers per the number of Named Authorized Users or Concurrent Seats set forth in the Order. Any Named Authorized User may access any of the computers at any time.

- **GoToAssist Mobile Support** is an add-on to GoToAssist Remote Support service that allows agents to remotely view, and in certain cases control, select mobile devices through a web browser or application.
- **GoToAssist Service Desk** enables individuals and organizations to manage service desk activities, including incidents, problems, changes, releases, knowledge articles and configuration items, for the purposes of supporting internal and external technology services.

Rescue is a web-based remote support and customer care service, which is used by helpdesk professionals to provide remote support via the internet, without the need for pre-installed software. Using *Rescue*, support and service professionals can communicate with end-users through an internet chat window in order to diagnose and repair IT issues. If given permission by the end-user, the support professional can access, view, or take control of the end-user's computer to take necessary support actions or to train the end-user on the use of software and operating system applications.

- **Rescue+Mobile** is an add-on to Rescue's web-based remote support service that allows call center technicians and IT professionals to remotely access and support iOS, Android and Blackberry smartphones and tablets.

Rescue Live Lens is a browser-based remote visual guidance service for use by agents to provide support for hardware or physical environments. The Service enables end-users to utilize the cameras on supported smartphones or tablets to stream live video back to support professionals who can utilize in-session support tools to assist.

Rescue Live Guide is a browser-based support tool for use by agents to provide remote visual guidance on a web page. Rescue Live Guide allows an agent to co-browse a web page with the end-user in real time.

RescueAssist (refer to GoToAssist Remote Support above)

GoTo Resolve is a web-based remote support, access, management, and ticketing service used by helpdesk professionals to support internal and external users and devices. Devices can be accessed with or without preinstalled software and use remote view, control, diagnostics, chat and additional features to resolve technical issues remotely. Support requests can be submitted and managed across different helpdesk services with the ticketing functionality which includes workflow features like ticket prioritization, status, commenting, and more.

- **GoTo Resolve Mobile Add-On** is an add-on to GoTo Resolve Service that allows helpdesk professionals to remotely view, and in certain cases control, select mobile devices.
- **GoTo Resolve Camera Share Add-On** is an add-on to GoTo Resolve Service which is a visual guidance service that enables end-users to utilize the cameras on supported smartphones or tablets to stream live video back to support professionals who can utilize in-session support tools to assist.

Identity & Access Management

LastPass Business is a password management solution that empowers employees to generate, store, and share credentials, while providing insight and control to Admins. LastPass Business offers additional access and authentication features, including single sign-on for simplified access to a limited number of cloud applications and multi-factor authentication to secure the LastPass vault and single sign-on applications.

LastPass Advanced Single Sign-On Add-On ("LastPass SSO") enables users to access unlimited cloud applications through a single sign-on to deliver simplified employee access to key apps, while reducing the number of passwords employees must manage.

LastPass Advanced Multi-Factor Authentication Add-On ("LastPass MFA") leverages biometric and contextual factors to verify a user's identity and help ensure that only the correct users are accessing the right data at the right time. LastPass MFA offers an intuitive authentication experience that can be deployed across cloud and legacy apps, VPNs, workstations, and identity providers.

LastPass Teams is a password management solution that gives business teams the ability to securely store, create and access the user identity and login credentials for online applications and websites.

LastPass Premium and LastPass Families are password managers for consumers that manage, save, fill, and share login credentials for online applications and websites.

Central is a web-based management console that enables IT professionals to access, manage and monitor remote computers, deploy software updates and patches, automate IT tasks and run hundreds of versions of antivirus software.

Pro provides secure access to a remote computer or other Internet-enabled device from any other Internet connected computer, as well as most smartphones and tablets. Once a host is installed on a device, a user can access that device's desktop, files, applications and network resources remotely from their other Internet-enabled devices.

GoToMyPC enables interactive, secure remote browser-based access to any desktop application on the host computer (even those that are not Web-based) to or from any Internet-connected Mac or PC, or supported mobile device. This product is accessible via a resizable viewer, launched from a browser with an Internet connection. GoToMyPC does not require installed software or network configuration changes. Account access is protected by dual passwords and end-to-end user authentication.

Exhibit B
Privacy Policy

GoTo U.S. Privacy Policy

Effective June 1, 2023

Contents

- Data Categories and Collection Purposes
- How We Use Your Data
- Analytics, Cookies and Other Web Site Technologies
- Data Sharing
- Security
- Privacy Frameworks
- Changes
- Children's Privacy
- Access Requests
- Your State Privacy Rights
- Contact Us

Who We Are and Scope of this Privacy Policy

We are GoTo Technologies USA, Inc., a U.S. company headquartered in Boston, Massachusetts, and our wholly-owned subsidiaries in the United States listed here, collectively referred to as "we" or "GoTo" in this Privacy Policy. As a global company dedicated to making IT easy, from anywhere, GoTo provides Software as a Service products ("Services") that help businesses securely support and connect to what's most important: their teams and customers.

In this Privacy Policy, we explain what personal data we collect from visitors to the GoTo websites and/or properties that link to this Privacy Policy (including our digital properties listed here) and how we use such personal data.

It is important to note that this Privacy Policy does not apply to any other data, such as any personal data that may be included in the files, documents, recordings, chat logs, transcripts, and similar data that we maintain on our customers' behalf, as well as any other information our customers may upload to their GoTo account(s) in connection with their use of our Services (which we refer to as "Content" in our Terms of Service), or information gathered from other channels, such as publicly available sources. For the avoidance of doubt, we process customer Content, including any personal data which may be included therein, solely for the purpose of providing and operating our Services to our customers and only in accordance with their written instructions, which typically take the form of our Terms of Service, a Data Processing Addendum and/or any similar written agreement between GoTo and our customer. We provide a separate privacy notice for job candidates and applicants which may be found here.

GoTo and our international affiliates located outside the United States have posted additional privacy policies with different scopes, as required by law or where we believe appropriate for transparency purposes, including the Supplemental California

Consumer Privacy Act Disclosures, as well as notices specific to the European Economic Area ("EEA") and Switzerland which may be found here.



Data Categories and Collection Purposes

When you visit our website(s) and/or use our Services, you provide the following categories of personal data to us:

- **Customer Account and Registration Data** is data you provide when you create your account with us, request support or technical assistance, or register for events, webinars, whitepapers and surveys, which typically include first and last name, billing data, and a valid email address. We need this data to provide the Services to you, to maintain and support your account, as well as to collect payment.
- **Service Data (including Session, Location and Usage data):** When you visit our websites and use our Services, we receive data that you or others voluntarily enter, including on schedules and attendee lists, as well as data that is automatically logged by the website or Service - for example, duration of session, connections made, hardware, equipment and devices used, IP addresses, location, language settings, operating system used, unique device identifiers and other diagnostic data. We need this information to provide, operate, and improve our Services. We collect location-based data for the purpose of providing, operating, and supporting the Service and for fraud prevention and security monitoring; you can disable location data transmission on mobile devices at any time by disabling location services from the settings menu on your device.

We strive to limit the types and categories of personal data that is collected from, and processed on behalf of, our users to include only information which is necessary to achieve the purpose(s) for which it was collected, and we do not use personal data for additional purpose(s) which are incompatible with their initial collection. In other words, we have measures and policies in place designed to ensure that we only collect and process information from our users that we believe is necessary to operate and provide them with a world-class Service.

How We Use Your Data

We use the data we collect from visitors to our websites to: (a) provide and operate our Services; (b) address and respond to service, security, and customer support needs; (c) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; (d) comply with applicable laws and administrative requests, protect our rights, assert and defend against claims; (e) fulfill contracts; (f) maintain and improve our Services; (g) provide analysis or valuable data back to our customers and users; (h) assess the needs of your business to determine and promote other GoTo products which we believe may be helpful to you; (i) provide product updates, marketing communications, and service data; (j) conduct research and analysis for business planning and product development; (k) display content based upon your interests; and (l) to the extent permitted by law, we may combine, correct, and enrich personal data that we receive from you with data about you from other sources, including publicly available

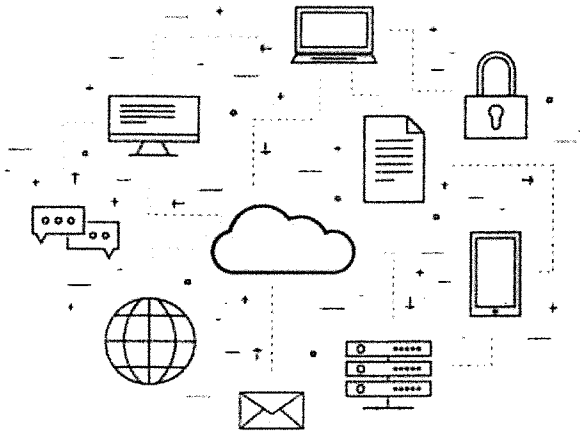
databases or from third parties to update, expand, and analyze our records, identify new prospects for marketing, and provide products and Services that may be of interest to you.

Notwithstanding anything else in this Privacy Policy, if you link Google Services with your GoTo Connect, GoTo Meeting, GoTo Webinar, GoTo Training (collectively, "GoTo") or Grasshopper account, our use of your Google data will be as follows:

- For GoTo Google Calendar access (where enabled), we will read the date, time, and title of calendar events and use this information to schedule corresponding web meetings.
- For GoTo Google Contacts access (where enabled), we will access names, phone numbers, and email addresses and make these available in GoTo.
- For Grasshopper Google Mail or "Gmail" access (where enabled), we will use that access to read, write, modify, delete, or control Gmail message bodies (including attachments), metadata, headers, and settings to provide web email client functionality that allows users to compose, send, read, and/or process emails. We will not transfer this Gmail data to others unless doing so is necessary to provide and improve these features; to comply with applicable law; or as part of a merger, acquisition, or sale of assets.

For all Google data, we will not use the data for serving advertisements and will not allow humans to read the data (i.e., by utilization of robust access controls, procedures, etc., inclusive of the principle of least privilege) unless: (i) we have your affirmative agreement for specific data; (ii) doing so is necessary for security purposes, such as investigating abuse; (iii) it is in response to requested support/troubleshooting; (iv) to comply with applicable law; and/or (v) if the data have been anonymized, for our internal operations related to the applicable GoTo services noted above.

Analytics, Cookies and Other Web Site Technologies



We continuously improve our websites and Services through the use of first- and third-party cookies and other web analytics tools, which help us understand how our visitors use our websites, desktop tools, and mobile applications, what webpages, features and functions they like and dislike, and where they may have run into problems which need to be addressed.

Google Analytics and Adobe Marketing Cloud

We use Google Analytics as described in "How Google uses data when you use our partners' sites or apps." You can prevent your data from being used by Google Analytics on our websites by installing the Google Analytics opt-out browser add-on here. For enhanced privacy purposes, we also employ IP address masking, a technique used to truncate IP addresses collected by Google Analytics and store them in an abbreviated form to prevent them from being traced back to individual users. Portions of our website may also use Google Analytics for Display Advertisers including DoubleClick or Dynamic Remarketing which provide interest-based ads based on your visit to this or other websites. You can use Ads Settings to manage the Google ads you see and opt-out of interest-based ads. We also use Adobe Marketing Cloud as described here. You can similarly exercise your rights with respect to use of this data as described in the "Exercising Choice" section below.

Social Media: Many of our websites include social media features, such as Facebook, Google, and Twitter "share" buttons. If you use these features they may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly – you can exercise your rights with respect to the use of this data as specified in the "Exercising Choice" section below. These services will also authenticate your identity and provide you the option to share certain personal data with us such as your name and email address to pre-populate our sign-up form or provide feedback. Your interactions with these features are governed by the Privacy Policy of the third-party company providing them.

Exercising Choice

We do not currently respond to web browser "do not track" signals or similar mechanisms, but instead offer visitors to our websites more information, choices, and control over cookies and other web analytics tools via GoTo's Cookie Consent Manager (available via the "Cookie Preferences" hyperlink at the bottom of this page) and/or as specified below. GoTo's Cookie Consent Manager provides visitors with information about the types and categories of cookies we utilize, and you may also exercise your rights as follows.

- If you wish to not have the information these technologies collect used for the purpose of serving you targeted ads, you may opt-out [here](#).
- The Help Menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, and how to disable cookies altogether.
- To manage Flash Cookies, please click [here](#).

You can still view our websites if you choose to set your browser to refuse all cookies; however, you will need to keep certain cookies enabled to establish an account or to install the Services.

Data Sharing

We share your personal data: (a) with our affiliated companies and subsidiaries which are directly or indirectly owned by our parent company, GoTo, Inc.; (b) at your direction, with separate, specific notice to you, or with your consent; (c) with third-party service providers under appropriate confidentiality and data privacy obligations (only for the purposes identified in Section 3, "How We Use Your Data"); (d) in connection with a merger, divestiture, acquisition, reorganization, restructuring, financing transaction or sale of assets pertaining to a business line; and (e) as required by law or administrative order, to assert claims or rights, or to defend against legal claims.

To the extent GoTo uses its affiliates or third-party providers in the provision and operation of its Services and processing of any Content, including any personal data therein, it discloses those parties in the applicable Affiliate and/or Sub-processor Disclosure in its Trust Privacy Center (see the "Product Resources" Section).

Security

GoTo has implemented a comprehensive data privacy and security program which includes appropriate technical and organizational measures designed to safeguard and protect the personal, identifiable, and/or confidential information we collect, or you share with us. GoTo's operations, on a product and/or suite-specific basis, have been assessed by independent third-party auditors against recognized security standards and controls, including SOC2 Type II, BSI C5, SOC3, and ISO 27001.

To learn about GoTo's Service-specific security and privacy measures and certifications, please visit the Trust Privacy Center (see the "Product Resources" section).

Privacy Frameworks

GoTo is headquartered in the United States of America, has international affiliates and subsidiaries, and maintains a global infrastructure. Information that we collect and maintain may be transferred to, or controlled and processed in, the United States and/or other countries around the world.

When GoTo transfers personal data, it will do so in compliance with the following frameworks:

Standard Contractual Clauses

GoTo offers a Data Processing Addendum ("DPA") which incorporates Standard Contractual Clauses ("SCCs") for data transfers outside the European Union and European Economic Area. For more information about GoTo's program, as well as supplementary documentation to use in conjunction with its DPA and SCCs, please visit our Privacy Program page.

APEC Cross Border Privacy Rules System

GoTo's global privacy program, described in this Privacy Policy, complies with the Asia Pacific Economic Cooperation ("APEC") Cross-Border Privacy Rules System ("CBPRs"). The APEC CBPR system provides a framework for organizations to ensure protection of personal data transferred among participating APEC economies. More information about the APEC Privacy Framework and CBPRs can be found [here](#). Our certification applies to our business processes across our global operations that process and transfer personal data to/from our affiliates around the world. To view our certification, please visit the validation page [here](#).

To learn more about how GoTo protects personal data, review and execute appropriate data processing addendums (where relevant), as well as review locations where GoTo may process your personal data through its affiliated companies or third-party subprocessors (when GoTo acts as a data processor, service provider, and/or the applicable legal equivalent), please visit the Product Resources section of the GoTo Trust Privacy Center.

Changes

We update this Privacy Policy from time-to-time to reflect changes to our personal data handling practices or respond to new legal requirements and will post updates here. However, if we make any material changes that have a substantive and adverse impact on your privacy, we will provide notice on this website and additionally notify you by email (sent to the e-mail address specified in your account) for your approval prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Children's Privacy

GoTo webpages are intended for general audiences – we do not seek through our sites to gather personal data from or about persons that are sixteen (16) years of age or younger. If you inform us or we otherwise become aware that we have unintentionally received personal data from an individual under the age of sixteen (16), we will delete this information from our records.

Access Requests

GoTo respects your control over your information, and, upon request, we will confirm whether we hold or are processing information that we have collected from you. You also have the right to amend or update inaccurate or incomplete personal data, request deletion of your personal data, or request that we no longer use it. Under certain circumstances we will not be able to fulfill your request, such as if it interferes with our regulatory obligations, affects legal matters, we cannot verify your identity, or it involves disproportionate cost or effort, but in any event, we will respond to your request within thirty (30) days and provide you an explanation.

Please note that for personal data about you that we have obtained or received for processing on behalf of a separate, unaffiliated entity – which determined the means and purposes of processing, all such requests should be made to that entity directly. We will honor and support any instructions they provide us with respect to your personal data.

Your State Privacy Rights

Notice to California Residents: If you are a California resident, you may have additional privacy rights under the California Consumer Privacy Act ("CCPA"). Please click [here](#) to view our disclosures pursuant to the CCPA.

Notice to Other State Residents, Including, But Not Limited To, Connecticut, Colorado, Utah, or Virginia Residents: If you are a resident of other U.S. states with applicable privacy laws, including, but not limited to Connecticut, Colorado, Utah, or Virginia, you may have certain privacy rights. Where applicable, you [may] have the right to: a) access personal data that we collect or retain about you; b) request to correct inaccuracies regarding your personal data; c) request deletion of your personal data; d) obtain a copy of your personal data; and e) opt-out of certain targeted advertising activities. Please note that these rights are not absolute, and we may be entitled to refuse requests, wholly or in part, where exceptions under applicable law apply.

If you wish to exercise one or more of these rights, please submit a request to us by either visiting our Individual Rights Management Portal [here](#) or contacting us at privacy@goto.com.

If we cannot comply with your request, or a portion of your request, we will notify you and include the reasons in our response. In addition, you may have the right to appeal our decision. Information may be provided to you on how to exercise this right of appeal upon request.

Contact Us

If you have questions or requests relating to personal data or privacy, please visit our Individual Rights Management portal [here](#) or send an email to privacy@goto.com.

If you wish to no longer receive marketing communications from us, you can opt-out of marketing by clicking on the unsubscribe link on any marketing email you receive, or at <https://lp.goto.com/unsubscribe>.

If you have any other questions about this policy please contact the GoTo Privacy Team or write to us via postal mail at: Attn: GoTo Privacy Team c/o Legal Team, GoTo, 333 Summer Street, Boston, MA 02210. To reach our Global Customer Support department, you may contact us [here](#).

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Exhibit C

Branding Guidelines

GoTo Trademark and Other Intellectual Property Information

The GoTo List of Marks on this site are the trademarks and service marks of LogMeIn, Inc., and may be registered in the U.S. Patent and Trademark Office and in other countries. All other trademarks and registered trademarks are property of their respective owners.

This site contains the trademarks and service marks of third parties and such trademarks and service marks are the property of their respective owners. These marks may be registered and/or used in the U.S. and other countries around the world. These third party marks include, but are not limited to, BlackBerry, Windows, Windows Mobile, Symbian, Apple, iPad, Apple Watch, iPhone, iPod Touch, iTunes, App Store and related trademarks, names and logos. These third party marks are the property of Research In Motion Limited, Microsoft Corporation, Symbian Software Limited and Apple, Inc., respectively, and are registered and/or used in the U.S. and other countries around the world.

GoTo Group, Inc.
333 Summer Street
Boston, MA 02210, USA

Certain products provided under U.S. patent No. 7,310,736 and related patents.

Exhibit D

END USER LICENSE AGREEMENT FOR DOLBY VOICE CLIENT SOFTWARE

This End User License Agreement ("EULA") is a legal agreement between you (as an individual hereinafter referred to as "you" or "Customer") and Dolby Laboratories, Inc., a California Corporation, and Dolby International AB, a Swedish company residing in The Netherlands (collectively "Dolby") for the Dolby Voice Client software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" and electronic documentation (collectively, the "Software"). Dolby is providing you with the Software pursuant to a separate agreement between you (or a third party such as your employer) and GoTo or its subsidiaries (a "Parent Agreement"). In the case of a conflict this EULA takes priority over the Parent Agreement and governs your use of the Software. **YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA DO NOT INSTALL, COPY, OR USE THE SOFTWARE.**

1. **1. LICENSE GRANT.** Dolby grants you only those rights expressly granted to you in this EULA provided that you comply with all terms and conditions of this EULA.
 1. **1.1. Software License Grant.** Dolby grants you a nonexclusive, revocable, limited, non-transferable license to (a) install and run the Software solely for the purpose of accessing the conferencing service solutions provided under the Parent Agreement and (b) make one copy of the Software solely for backup or archival purposes.
 2. **1.2. Documentation** You may make and use an unlimited number of copies of the documentation, if any, provided that such copies shall be used solely for your own use in association with the Software and are not to be republished nor distributed (in hard copy, electronic or any other form) beyond your premises or to any third party.
2. **2. RESERVATION OF RIGHTS AND OWNERSHIP.** Dolby reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright, patent and/or other intellectual property laws and treaties and contains trade secrets of Dolby and its suppliers. Dolby and its suppliers own the title, copyright, and other intellectual property rights in the Software. Notwithstanding any statements to the contrary contained in any terms of sale for the Software, the Software is licensed, not sold and Dolby retains ownership of all copies of the Software.
3. **3. LIMITATIONS ON LICENSE.** You are expressly prohibited from using the Software in any manner not specifically authorized by Dolby in this EULA. You may not make any copies of the Software except and to the extent necessary for backup and archival purposes. You may not modify, create derivative works, reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, lend or provide commercial hosting services with the Software. You may not delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Software or documentation. No license, right, or interest in any Dolby trademark, trade name or service mark is granted to you pursuant to this EULA.
4. **4. TERMINATION.** Without prejudice to any other rights, Dolby may immediately terminate this EULA if you are in material breach of any of the terms or conditions of Sections 1-3 of this EULA which has not been remedied within 14 days of written notice from Dolby to you. In such event, you must immediately cease using the Software and destroy all copies of the Software and all of its component parts.
5. **5. REPRESENTATIONS AND WARRANTIES.**
 1. **5.1.** You represent, warrant, and covenant that your use of the Software will at all times comply with the terms of this EULA, applicable laws and regulations and that you will not install, use, access, or run the Software for purposes other than accessing the conferencing services provided under the Parent Agreement.
 2. **5.2.** Dolby represents and warrants that (a) it owns or has the right to license the Software and (b) that the Software is complete, correct, effective, and capable of meeting the specifications included in the documentation, if any, provided under the Parent Agreement. Your sole remedy for breach of the foregoing representation in Section 5.2(b) shall be Dolby's commercially reasonable efforts to redeliver the affected Software.

6. **6. DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE SET FORTH ABOVE, DOLBY MAKES NO WARRANTIES REGARDING THE SOFTWARE.FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLBY AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS IS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED.NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DOLBY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA.THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.
7. **7. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** IN NO EVENT WILL DOLBY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DOLBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
8. **8. LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF DOLBY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (OTHER THAN THE LIMITED REMEDY DESCRIBED IN SECTION 5.2 ABOVE) SHALL BE LIMITED TO THE AMOUNT OF USD\$10.00 (TEN US DOLLARS). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 6 AND 7 AND THIS SECTION 8) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
9. **9. GOVERNING LAW:** The validity, interpretation and performance of this EULA shall be governed by and construed in accordance with the laws, without respect to conflict of laws provisions, and you agree to submit to the jurisdiction of the court, set forth below based on the applicable region where you are located:

<u>Region</u>	<u>Governing Law</u>	<u>Court Jurisdiction</u>
Europe Union	England	English Courts
All other countries	State of California, USA	State or Federal Courts located in San Francisco, CA
People's Republic of China	State of California, USA	Arbitration at the Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules ("UNCITRAL Rules"). The arbitration tribunal shall consist of one arbitrator to be appointed according to the UNCITRAL Rules. The language of the arbitration shall be English.

Notwithstanding the foregoing, nothing in this Section 9 shall prevent Dolby from seeking any injunctive or equitable relief by a court of competent jurisdiction that is necessary to protect Dolby's rights or property until such dispute is resolved. This EULA will be interpreted and construed in accordance with the English language. The parties agree that the provisions of the Uniform

Computer Information Transactions Act ("UCITA") and the U.N. Convention on Contracts for the International Sale of Goods will have no force or effect on these terms and conditions.

Exhibit E

GoTo Room-as-a-Service (RaaS) Terms

These GoTo Room-as-a-Service (RaaS) Terms govern your installment purchase of any business communications equipment provided by us in support of our GoToRoom offering as identified in a signed Order and are subject to GoTo's Terms of Service.

The parties agree as follows:

1. **Equipment Purchase.** Any equipment purchased under the GoTo RaaS model requires a corresponding Services subscription. Title to equipment transfers to you at the time of initial purchase. Purchases are not subject to return or refund.
2. **Payment.** You will pay for such equipment in equal monthly installments for the Initial Term of the corresponding Services subscription in the amounts set forth on your Order. The monthly payment amount for the equipment may be represented on your Order or invoice as a single combined line item with the Services subscription. You may choose to accelerate your equipment payments at any time, however it will not impact the duration of the corresponding Services subscription.
3. **Equipment Warranty.** We will repair or replace any equipment that fails due to a manufacturer's defect at no cost to you during the Initial Term of the corresponding Service subscription or when you have made all installment payments for the equipment, whichever comes first. We will determine whether to repair or replace the equipment and may provide replacement equipment that has been previously used. Other than for warranty repairs or replacements, we do not accept return of used equipment and will not issue refunds for it.

Exhibit F

Legal – 911 Service Availability

GoTo's business telephone service differs from telephone service offered by traditional telephone carriers. These differences include differences in how 911 calls are handled. Some of the most important differences are explained below.

Service Limitations

GoTo's business telephone service (the "Services") will not function if a customer loses electrical power, if the customer experiences interrupted connection to its broadband internet service, or if the customer cannot connect to GoTo's platform because of an obstruction on the customer's wide area network or local area network, such as a port blocked by the customer's internet service provider. These limitations also apply to GoTo's 911 dialing service ("GoTo 911 Dialing").

The Services, including GoTo 911 Dialing, may not be accessible from a particular phone or other calling device if that device is not configured correctly or otherwise malfunctions.

The Services are not set up to provide the autodialing functionality sometimes relied on by security systems, medical monitoring equipment, TTY equipment, etc. Customers should not rely on the Services to provide this functionality.

E911

Enhanced 911 ("E911") service is 911 service which includes automatic forwarding of location and callback information to emergency responders at a 911 answering point. Automatic forwarding of this information can assist emergency responders and can facilitate callback if a 911 call is dropped before completion. The information forwarded by the E911 system is called Automatic Location Information ("ALI") and Automatic Number Information ("ANI").

To facilitate E911 service, GoTo requires each customer to register a physical address for each calling device on the customer's PBX. The customer must provide an accurate and physical address for each device. The customer must also provide an updated address if the physical location of a device changes. The customer may notify GoTo of changes by phone at 801-717-1556, option 3, or by e-mail at numbers@goto.com.

After a customer provides address information for a device, there may be some delay before automatic forwarding of ALI/ANI is enabled. GoTo will notify the customer when automatic forwarding of ALI/ANI has been enabled.

A device's registered address is the only means by which to route a E911 call to the geographically-assigned E911 answering point. Therefore, if the customer registers incorrect ALI/ANI information, E911 call routing may not function correctly. If the geographically-assigned E911 answering point is unavailable, E911 calls may be forwarded to a different 911 answering point.

Some 911 answering points are not equipped to receive ALI/ANI information. When an E911 call is directed to a 911 answering point that isn't equipped to receive ALI/ANI information, the caller will need to provide location and callback information verbally.

As with GoTo 911 Dialing generally, E911 service will not function if the Services do not function and will be inaccessible from a particular device if the Services are inaccessible from that device.

Notice to Users of GoTo 911 Dialing

Each GoTo customer is responsible to notify any individuals who may place calls using the Services of the limitations of GoTo 911 Dialing as described in this policy. GoTo will provide the customer with warning labels informing callers of the limitations contained in this policy and the customer is responsible to place them on or near each calling device used with the Services. If a customer has not received labels or needs additional labels, it may request them from GoTo's TCM Department by phone at (801) 717-1556 or by e-mail at numbers@goto.com.

In light of the limitations of GoTo 911 Dialing discussed above, GoTo recommends that each customer maintain 911 failover services or another alternate means to access traditional 911 dialing service.

Exhibit G

Equipment Rental Terms

These Equipment Rental Terms govern your rental of any business communications equipment provided by us, as identified in a signed Order and are subject to GoTo's Terms of Service.

The parties agree as follows:

1. **Equipment Rental.** All rental equipment must have a corresponding Services subscription for the entire rental period (the "Rental Term"). You must pay the Service Charges corresponding to each device for the entire Rental Term. You may not pledge, encumber, sub-rent, or loan the rental equipment to any third party without our written consent.
2. **Term; Extension.**
 1. (a) The initial term of this agreement may only be two, three, or five years and is equal to the term stated on the sales quote.
 2. (b) The term will extend month-to-month after the initial term unless you provide notice of termination at least 30 days before the end of the term.
3. **Equipment Purchase.** If you have paid all Rental Charges for the Rental Term, you may purchase the rental equipment for fair market value. Upon such payment, we will assign title to the relevant rental equipment to you.
4. **Returns.** No later than 15 days after the date of this agreement, you may cancel your equipment rental by providing us written notice and paying a restocking fee equal to 25% of the MSRP for the equipment.
5. **Maintenance, Repair, and Replacement.** You must keep the rental equipment in good working condition. If we determine that the rental equipment has been damaged through abuse or neglect, you must pay GoTo an amount equal to the lesser of the cost to replace the equipment or the cost to repair the equipment. If you fail to return the rental equipment within 10 days of the termination or expiration of the Rental Term, you must pay us an amount equal to the replacement cost of the rental equipment.
6. **Defective Equipment.** We will repair or replace any rental equipment that fails during the Rental Term due to a manufacturer's defect at no cost to you. We will determine whether to repair or replace the rental equipment and may provide replacement equipment that has been previously used.

Exhibit H

NICE CXone Services Terms

These NICE CXone Services (formerly Contact Center Pro) Terms govern your subscription to the NICE CXone services and are subject to GoTo's Terms of Service.

The parties agree as follows:

1. **Term; extension of term.**
 - a. The initial term of this agreement is the longer of 12 months or the term stated in the Order ("Initial Term") and is both measured and renewed as set forth in the Terms of Service. We will prorate Service Charges for any partial month at the beginning of the Initial Term.
 - b. This agreement will automatically extend for an unlimited number of successive periods equal to the initial term unless you provide notice of termination no less than 30 days before the end of the term.
 - c. This term applies to NICE CXone Services and may be different than the term for other Services on your account.
2. **Support.** NICE, Ltd. will provide customer support for NICE CXone Services. We will provide the Customer with the information necessary to reach NICE's support resources.
3. **Metering.** We will meter your inbound and outbound use of NICE CXone Services as applicable and will charge you the per-minute rates stated in the Order.
4. **Third-party beneficiary.** The parties designate NICE, Ltd. as a third party beneficiary of this agreement for purposes of exercising any of our rights or demanding the performance of your obligations with respect to the NICE CXone Services.
5. **Emergency calling.** You acknowledge that the NICE CXone Services are not designed to accommodate emergency calls. You must not use the NICE CXone Services to place emergency calls and must notify all employees and other users of NICE CXone Services of this limitation.

Exhibit I

Network Services Terms

These network services terms govern the Jive Business Continuity service (the "JBC Service") and are subject to GoTo's Terms of Service.

The parties agree as follows:

1. Basic operation.

- 1.(a). The JBC Service will (1) monitor your wide area network for degradation likely to affect call quality, (2) alert you via email if degradation is detected, and (3) allow you to make extension-to-extension calls to other users on your local area network if you lose your internet connection. The JBC Service will not function without electrical power.
- 1.(b). The monitoring described in section 1(a) is accomplished via software pre-installed on hardware provided to you (the "JBC Hardware"). The JBC Hardware must be connected to your local area network for the JBC Service to work.

2. Optional analog failover.

- 2.(a). If you have purchased optional analog failover service and experience an internet outage, the JBC Service will: (1) route your outgoing calls over an available analog telephone line; (2) prioritize outbound 911 calls over other outbound calls when all lines are occupied by outbound calls; and (3) accept incoming calls if you have an open analog telephone line and have previously specified the extension to which the calls should be directed.
- 2.(b). The analog failover described in section 2(a) requires at least one analog telephone line, which you must obtain separately.

3. Hardware ownership. We own the JBC Hardware and any additional hardware that we may provide you for analog failover (the "Failover Hardware"). The prices we quote to you for this hardware are solely for its use and do not convey title or any ownership interest. Upon termination of the Agreement, you must return the JBC Hardware and any Failover Hardware to us at your expense. If you fail to return the JBC Hardware or any Failover Hardware within 10 days of the termination or expiration of the JBC Service, you must pay us an amount equal to the replacement cost of the JBC Hardware and/or Failover Hardware.

4. Third-party Software. The software on the JBC Hardware uses Qt Development Frameworks, a third-party software library owned by The Qt Company, via dynamic linking under an open source GNU LGPL v2.1 license. That license, not these terms, governs the use, reproduction, and distribution of Qt Development Frameworks. You may copy, modify, and distribute Qt Development Frameworks. You may obtain a complete machine-readable copy of the source code for Qt Development Frameworks without charge (except for the cost of media, shipping, and handling) upon written request to us. You may download a complete human-readable copy of the source code at <https://static.jive.com/itmupdates/installers/qt-everywhere-opensource-src-5.3.2.7z>.

Exhibit J

SD-WAN Terms

These SD-WAN Terms govern your purchase of SD-WAN service and are subject to GoTo's Terms of Service and the VeloCloud Service End User Subscription Agreement available at <https://velocloud.com/company/subscription>.

The parties agree as follows:

- **Order of Precedence.** In the event of a conflict among contract documents, the documents will have the following order of priority: these SD-WAN terms, GoTo's Terms of Service, and the VeloCloud Service End User Subscription Agreement.
- **Term; Extension.** The term of this agreement is 36 months and begins at the earlier of the date SD-WAN services are activated for you or 30 days after we ship you the Equipment (defined in below). The term will automatically renew in one-year increments unless you give us written notice of your intent not to renew no later than 10 days before the end of the term.
- **Early Termination.** If you terminate this agreement before the end of the term or if we terminate because of your breach, you will pay early termination fees as provided below.
- **Equipment.** We own any Edge device we provide you (the "Equipment"). We may provide new or used Equipment, and if the Equipment fails we will replace it at no charge unless it failed because you damaged it. You must return the Equipment to us no later than 10 days after the termination of your SD-WAN service in the same condition you received it, normal wear and tear excepted. If you fail to return the Equipment within that time, or return of damaged Equipment, you will pay the charges stated below for unreturned or damaged Equipment.

Early termination fees for SD-WAN service

	Charge for each month remaining in contract term
Edge510 – 10M	\$20
Edge510 – 30M	\$30
Edge510 – 50M	\$40
Edge520 – 100M	\$55
Edge540 – 200M	\$125
Edge540 – 400M	\$175

Edge840 – 400M	\$325
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Edge840 – 1G	\$450
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Edge2000 – 2G	\$500
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Charges for unreturned or return of damaged Equipment

	Total charge if during first 36 months	Total charge if after first 36 months
Edge510 – 10M	\$245	\$123
Edge510 – 30M	\$356	\$178
Edge510 – 50M	\$470	\$235
Edge520 – 100M	\$670	\$335
Edge540 – 200M	\$1,263	\$631
Edge540 – 400M	\$1,986	\$993
Edge840 – 400M	\$3,220	\$1,610
Edge840 – 1G	\$4,555	\$2,278
Edge2000 – 2G	\$5,577	\$2,789



GoTo Technologies USA, Inc.
333 Summer Street
Boston, MA 02210

ORDER FORM

CONTACT INFORMATION.

Customer: Tarrant County Address: 200 Taylor St. 4th Floor, Fort Worth, TX USA, 76196	GoTo Representative: Name: Ryan Hemmerich Email: Ryan.Hemmerich@GoTo.com Phone: 480-467-2779 Fax: 480-467-2779
Main Contact: Elaine K. Johnson Email: EKjohnson@tarrantcountytx.gov Phone: 817-884-1111	 QUOTE OR OID #: Q-755314 UID #: CN-677073-1803 Opp ID #: 2305016991679
GoTo Account Email: arbarnes@tarrantcountytx.gov VAT/TVA/ABN Number:	 Quote Date: 10-27-2023 Quote Expiration Date: 11-30-2023

TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Monthly
Payment Method: Invoice
Payment Terms: Net 30

AGREEMENT.

<i>This Order Form is governed by the terms of the Terms of Service.</i>
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Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

- You may, as part of the activation of GoTo Contact Center Pro, and upon no less than 30 days' notice, inform us of your desire to cancel/reduce your active SIP Trunks in this Order at no additional charge. You may also cancel up to 134 GoTo Contact Center Complete licenses as these will be migrated to GoTo Contact Center Pro. Notice must be provided through our standard support website.
- You may, upon no less than 30 days' notice, inform us of your desire to reduce your active GoToConnect subscriptions in this Order by up to a maximum of 10%, which will be cancelled at no additional charge. Notice must be provided through our standard support website. You will still be responsible for the outstanding portion of the MSRP for any free or discounted hardware provided for the cancelled subscription(s).
- The changes below will be effective as of your next billing cycle

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
Conference Device User- Monthly Service	60	96	USD 19.95	USD 9.00	USD 10.95	USD 1,051.20
Interconnected VoIP, Low Usage - Monthly Charge	60	94	USD 12.95	USD 3.00	USD 9.95	USD 935.30
Voice - Standard DID - Monthly Charge	60	8390	USD 5.00	USD 4.75	USD 0.25	USD 2,097.50
SIP Trunk	60	375	USD 19.95	USD 11.00	USD 8.95	USD 3,356.25
Connect Bundle Pro	60	5322	USD 22.00	USD 11.05	USD 10.95	USD 58,275.90
GoTo Contact Complete [Add-on]	60	385	USD 55.00	USD 0.00	USD 55.00	USD 21,175.00
Taxes and Fees:						USD 9,481.79
TOTAL AMOUNT:						USD 96,372.94



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

☐

1) My company has already raised a purchase order document and is providing it along with this signed order form

☐

2) My company does not issue purchase orders

☐

3) In Lieu of my company's standard purchase order and

- Have obtained all necessary approvals to release funds for this purchase and
- Confirm the relevant invoice(s) can be paid without a reference to a purchase order number

☐

4) My company has a standard purchase order and is unable to provide it right now. As a result,

- Will send the approved purchase order to GoTo within **4 business days** of signature date below.

CUSTOMER LEGAL NAME:

Tarrant County

Invoice To/Bill To ADDRESS

Tarrant County Auditors Office
100 E. Weatherford St. Suite 503
Fort Worth, TX USA, 76196

Billing Contact: County Auditor

Billing Phone: 817-884-1111

Billing Email: sap-invoices@tarrantcountytx.gov

Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.

You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-755314

10312023

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



GoTo Technologies USA, Inc.
333 Summer Street
Boston, MA 02210

ORDER FORM

CONTACT INFORMATION.

Customer: Tarrant County Address: 200 Taylor St. 4 th Floor, Fort Worth, TX 76196 Main Contact: Elaine K. Johnson Email: EKJohnson@tarrantcountytx.gov Phone: 817-884-1111 GoTo Account Email: arbarnes@tarrantcountytx.gov VAT/TVA/ABN Number:	GoTo Representative: Name: Ryan Hemmerich Email: Ryan.Hemmerich@GoTo.com Phone: 480-467-2779 Fax: 480-467-2779 QUOTE OR OID #: Q-767345 UID #: 6031357147 COL Opp ID #: 2309157207205 Quote Date: 10-27-2023 Quote Expiration Date: 11-30-2023
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TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Monthly Payment Method: Invoice Payment Terms: Net 30

AGREEMENT.

<i>This Order Form is governed by the terms of the Terms of Service.</i>
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SERVICES & FEE SUMMARY. You agree to use the Services in accordance with the applicable Use Levels. All fees are exclusive of VAT, GST and any other applicable taxes and/or fees.

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: Tarrant County	If Billing Contact is different than above, please provide:
---------------------------------	--

Signature:		Billing Address: Tarrant County Auditors Office 100 E. Weatherford St. Suite 503 Fort Worth, TX USA, 76196 Billing/Invoicing Contact: County Auditor
Name:		
Title:	Customer Authorized Signatory	Telephone: 817-884-1111 Email: sap-invoices@tarrantcountytexas.gov
Date:		

MONTHLY TOTALS				
Name	Contract Terms (Months)	Quantity	GoTo Price	Total Price
Additional Phone Numbers	60	7	\$4.99 USD	\$34.93 USD
GoTo Contact Centre Pro PBX & PSTN	60	1	\$15.00 USD	\$15.00 USD
GoTo Contact Center Pro Omni	60	134	\$79.00 USD	\$10,586.00 USD
GoTo Contact Center Pro QM Add-on	60	134	\$5.25 USD	\$703.50 USD
GoTo Contact Center Pro Feedback Add-on	60	134	\$5.25 USD	\$703.50 USD
GoTo Contact Center Pro Screen Recording Add-on	60	134	\$2.75 USD	\$368.50 USD
GoTo Contact Center Pro Dialer Add-on	60	134	\$7.75 USD	\$1,038.50 USD
GoTo Contact Center Pro Hosted Storage (per GB usage fee)	60	1	\$2.00 USD	\$2.00 USD
TOTAL AMOUNT:				\$13,451.93 USD

ONE-TIME FEES

Name	Quantity	GoTo Price	Total Price
GoTo Contact Center Pro Standard ACD/IVR Installation up to 5 call flows	2	\$5,000.00 USD	\$10,000.00 USD
GoTo Contact Center Pro ACD, Agent and QM Training up to 8 hours	5	\$2,000.00 USD	\$10,000.00 USD
GoTo Contact Center Pro Quality Management Installation	1	\$800.00 USD	\$800.00 USD
GoTo Contact Center Pro Email Channel Installation	1	\$1,500.00 USD	\$1,500.00 USD
GoTo Contact Center Pro Chat Channel Installation	1	\$1,500.00 USD	\$1,500.00 USD
GoTo Contact Center Pro CRM Screen Pop Installation	1	\$6,000.00 USD	\$6,000.00 USD
GoTo Contact Center Pro Screen Recording Installation	1	\$1,500.00 USD	\$1,500.00 USD
GoTo Contact Center Pro Pro Service Hours	100	\$300.00 USD	\$30,000.00 USD
GoTo Contact Center Pro Social Channel Installation	1	\$1,500.00 USD	\$1,500.00 USD
GoTo Contact Center Pro SMS Channel Installation per number	6	\$1,500.00 USD	\$9,000.00 USD
GoTo Contact Center Pro Standard Dialer Installation	1	\$2,000.00 USD	\$2,000.00 USD
GoTo Contact Center Pro CRM Pro Dialer Installation	1	\$7,000.00 USD	\$7,000.00 USD
TOTAL AMOUNT:			\$80,800.00 USD



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

☐

1) My company has already raised a purchase order document and is providing it along with this signed order form

☐

2) My company does not issue purchase orders

☐

3) In Lieu of my company's standard purchase order and

- Have obtained all necessary approvals to release funds for this purchase and
- Confirm the relevant invoice(s) can be paid without a reference to a purchase order number

☐

4) My company has a standard purchase order and is unable to provide it right now. As a result,

- Will send the approved purchase order to GoTo within 4 business days of signature date below.

CUSTOMER LEGAL NAME:
Tarrant County
Invoice To/Bill To ADDRESS
Tarrant County Auditors Office
100 E. Weatherford St. Suite 503
Fort Worth, TX USA, 76196
Billing Contact: County Auditor
Billing Phone: 817-884-1111
Billing Email: sap-invoices@tarrantcountytexas.gov
Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.
You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-767345

Tarrant County

Invoice To/Bill To ADDRESS

Tarrant County Auditors Office
100 E. Weatherford St. Suite 503
Fort Worth, TX USA, 76196

Billing Contact: County Auditor

Billing Phone: 817-884-1111

Billing Email: sap-invoices@tarrantcountytexas.gov

Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.

You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-767345

10312023

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.