



This is a legal agreement between the person or organization (“**Customer**” or “**you**”) agreeing to these Terms of Service (“**Terms**”) and the applicable contracting entities at <https://www.goto.com/company/legal/contracting-entities> (“**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; (iii) the “**Service Descriptions**” available at <https://www.goto.com/company/legal/service-descriptions> and attached and incorporated herein as **Exhibit A**; (iv) the country-specific “**Regional Supplement**” available at <https://www.goto.com/company/legal/regional-supplement> attached and incorporated herein as **Exhibit B**, if any; and (v) the Professional Services Terms and Conditions available at <https://www.goto.com/company/legal/professional-services-terms>, in each case, as applicable (collectively the “**Agreement**”). You further confirm that you have obtained all necessary approvals to enter this Agreement, including for example ratification by your governing board or other relevant authority(ies), or as required by law or your internal policies.

1. **ACCESS TO 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. We grant you a limited right to use our Services Data 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 for the acts and omissions of your affiliates. “**Service(s)**” means our (i) software-as-a-service offerings; and/or (ii) our communications services, including any related hardware, which are offered by GoTo Ireland Unlimited Company, Grasshopper Group LLC, or GoTo Communications, Inc., or their subsidiaries, for which you have entered into a binding Order (as defined below) with GoTo.

1.2. **Acceptable Use and Messaging Content Policies.** Your use of the Services is subject to GoTo’s [Acceptable Use Policy](#) attached and incorporated herein as **Exhibit C** and, as applicable, GoTo’s [Messaging Content Policy](#) attached and incorporated herein as **Exhibit D**.

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 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 “**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 Marks or is similar to any of them. Where we have given you written permission to use some or all Marks, you agree to comply with the conditions we have placed on your use and our Branding Guidelines, available at <https://www.goto.com/company/legal/trademark>, which are incorporated into this Agreement by reference.

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 local currency equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.

2.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services as set forth in this Agreement, on your invoice, or as otherwise incurred through your use of the Services, including any provisioning tools that enable the addition of users, licenses, devices, phone numbers, or any other billable features or Services on your behalf. You are solely responsible for configuring your account settings to prevent unauthorized provisioning or usage that may result in additional charges. 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 carrier, 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. You agree that we may charge any of your payment methods on file with us or bill you for all amounts due for your Services subscription, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. 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, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

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, and you will be billed at the then-current price for the Service. 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 in writing of any good faith fee dispute within 15 days of the invoice date, and your notice must identify the specific reason for the dispute. We will work with you to resolve any disputes made in good faith. Once resolved, you agree

to pay any undisputed fees within 15 days. For the avoidance of doubt, this provision governs only disputes related to invoiced amounts and does not excuse timely payment of any undisputed portion of the invoice, nor does it affect the validity of any renewal or term commitment. Any notice of non-renewal must be made in accordance with Section 3 (Term and Termination). 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. Fees; Taxes and Withholding. You are responsible for all applicable sales, services, value-added, goods and services, withholding, or other applicable taxes; tariffs; Universal Services Fund (USF) fees or other fees; and surcharges as may be applicable in the location in which the Services are being provided (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. After the Initial Term, the Services will automatically renew for subsequent terms (“**Renewal Terms**”), unless otherwise specified in an Order or the [Service Description](#) for a particular Service, or unless either party provides notice of non-renewal at least 30 days before the current term expires. Each Renewal Term will be equivalent in length to the then-expiring subscription term, unless otherwise specified by GoTo at the time of renewal. You may provide notice of non-renewal for each Service you do not wish to renew at <https://support.goto.com/contactus>. 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. You may provide notice of non-renewal for each Service you do not wish to renew at <https://support.goto.com/contactus>. 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, 4.2, 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](#) (Confidentiality), [10](#) (Data Protection), [12.5](#) (No Class Actions), [12.8](#) (Notices), and [12.12](#) (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. Content does not include Service Data, which is (a) any data provided by GoTo for the purposes of using the Services (such as documentation or help files) or related to the storing, transmitting or exchanging Customer Content, sending goods, and providing the Services, such as deidentified Service monitoring and telemetry data; (b) data about Customer communications with GoTo (such as inquiries and support requests) related to our Services, and other similar information; and (c) data, including Personal Data that relates to Customer’s relationship with GoTo, including the names, phone numbers and/or contact information of individuals authorized by Customer to access Customer’s account or use the Services and billing information. Service Data is part of the Service, and as between the parties, GoTo retains all ownership rights to the Service Data.

4.2. 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.

6. **WARRANTIES.** THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE, IN MATERIAL COMPLIANCE WITH THIS AGREEMENT. .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. **INDEMNIFICATION.** You will indemnify and defend us against any third-party claim resulting from a breach of [Section 1.2](#), [4.1](#) or [4.2](#), or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

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 [4.2](#) 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 FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. **CONFIDENTIALITY.**

9.1. **"Confidential Information"** means the non-public information, regardless of form, disclosed by one party to the other, and at the time of disclosure is either (i) marked or otherwise designated by the disclosing party as confidential or proprietary; or (ii) information that the receiving party should reasonably understand is confidential given its nature and the circumstances surrounding the disclosure. Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it is received from the disclosing party, without restriction; (ii) becomes publicly known or available through no fault of the receiving party; (iii) is rightfully received from a third party without restriction and without breach of this or any other agreement; or (iv) is independently developed by or for the receiving party without the use of or reference to the disclosing party's Confidential Information.

9.2. The receiving party shall: (i) protect the disclosing party's Confidential Information using measures that are at least as restrictive as those taken to protect its own information of like nature, but in no event less than reasonable care; and (ii) only use the disclosing party's Confidential Information to fulfill its obligations or exercise its rights under this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its employees, representatives, vendors, service providers, advisors, and attorneys who have a need to know and who are bound by confidentiality obligations at least as protective as the provisions of this Agreement.

9.3. This Section 9 supersedes and replaces any prior or contemporaneous agreements or understandings related to the confidentiality of information exchanged between us, including any previously executed nondisclosure agreements, to the extent such agreements govern the same data, Services, or information as defined in this Agreement.

10. **DATA PROTECTION.** By agreeing to the terms of this Agreement, you also agree to the terms of GoTo's [Data Processing Addendum](#) ("DPA") attached and incorporated herein as **Exhibit E**.

11. **MEDICAL DEVICE DISCLAIMER.** The Services (i) are not intended to be used to diagnose, cure, mitigate, treat, or prevent any disease or medical condition; and (ii) do not include, constitute, or otherwise consist of any medical device, product, or service cleared or approved by the U.S. Food and Drug Administration or equivalent regulator in any other country or region.
12. **ADDITIONAL TERMS.**
- 12.1. **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.
- 12.2. **Third-Party Services and Features.**
- 12.2.1. **Integration with Third-Party Services.** Services may enable you to link to, use, or integrate with third-party carriers, websites, services, or applications ("**Third-Party Integration Services**"). Unless otherwise specified in the applicable Service Descriptions, we are not responsible for and do not endorse any Third-Party Integration Services. We, along with our contractors, suppliers, and licensors, disclaim all warranties, whether express or implied, and all liability arising from or related to any Third-Party Integration Services. Your decision whether to purchase, connect to, or use any Third-Party Integration Services, including those requiring the transfer of Content to enable their use and/or features, is solely at your discretion and risk. Your use of any Third-Party Integration Services is governed exclusively by the terms and conditions of those Third-Party Integration Services. We are not responsible for any disclosure, modification, loss, or deletion of Content resulting from your use of or interaction with Third-Party Integration Services.
- 12.2.2. **Third-Party Services Provided by Us.** Any third-party services that are embedded into and sold as part of the Services in such a way that they are essential to the functionality of the Services and cannot be used separately or independently are subject to the terms of this Agreement, including any additional terms specific to those services as set forth in the applicable [Service Descriptions](#). Any third-party services' artificial intelligence (AI) features you choose to use or do not disable in the Services are subject to the [AI Terms](#) attached and incorporated herein as **Exhibit F**.
- 12.3. **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 use 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. You acknowledge that an important purpose of offering Beta Services is for GoTo to assess how they function in a real-world environment and obtain feedback about them. As a result, you understand that GoTo may access data about your use of the Beta Services and your Content for the following reasons, and you instruct GoTo to process them for the following purposes: (a) to assess the performance of the Beta Services in a production environment; (b) to improve the Beta Services and provide you with support; and (c) as otherwise provided in this Agreement. If you provide feedback to GoTo about the Beta Services, you agree that we own the feedback. 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.
- 12.4. **Copyright.** If you believe that our Services have been used in a way that constitutes copyright infringement, you should follow the process outlined here: <https://www.goto.com/company/legal/dmca>.
- 12.5. **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.
- 12.6. **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.
- 12.7. **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.
- 12.8. **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, 5th Floor, 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.

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

12.10. **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.

12.11. **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.

12.12. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The GoTo contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you have ordered, as set forth here: <https://www.goto.com/company/legal/contracting-entities>.

Last Updated: November 2025 (2025.v3.0)



EXHIBIT A - PRODUCT SERVICE DESCRIPTIONS

SERVICE DESCRIPTIONS FOR GOTO SERVICES

These Service Descriptions, together with the applicable Order, the Terms of Service available at: <https://www.goto.com/company/legal/terms-and-conditions>, and, if applicable, the Regional Supplement available at <https://www.goto.com/company/legal/regional-supplement>, form the "Agreement" applicable to the Services to which you have subscribed. Unless prohibited by applicable law, we reserve the right to update these Service Descriptions from time to time without notice to you. Except as otherwise set forth in the Terms of Service or the Regional Supplement, your continued access to and use of the Services will indicate your acceptance of the then-current Terms of Service.

GoTo Services are provided by the appropriate GoTo Contracting Entities as set forth here: <https://www.goto.com/company/legal/contracting-entities>.

Collaboration & Communications	Customer Engagement & Support	Identity & Access Management
GoTo Meeting join.me Messenger GoTo Room GoTo Webinar GoTo Stage GoTo Webcast Event Services GoTo Training Enhanced Audio OpenVoice OpenVoice Integrated OpenVoice Integrated Unlimited OpenVoice Integrated Flat Rate Call Me Grasshopper GoTo Connect GoTo Contact Center and Contact Center Pro GoTo Customer Engagement	GoTo Assist GoTo Assist Corporate GoTo Assist Remote Support GoTo Assist Service Desk Rescue Rescue Live Lens Rescue Live Guide RescueAssist GoTo Resolve Miradore	Central Pro GoToMyPC

Last updated May 2025

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.

Customer and Technical Support. Support is available at <https://support.goto.com>. Your reasonable cooperation is required in order to resolve any technical issues.

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 located at <https://www.goto.com/company/legal/privacy> 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 GoTo Connect (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.
- **GoTo Meeting** enables users to schedule, convene and moderate meetings using the GoTo Meeting 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.
- **GoTo Meeting Messenger** enables GoTo Meeting 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.
- **GoTo Room**
 - **Overview.** GoTo Room allows you to configure a video conferencing solution in your physical conference room. The Service includes: (i) a hardware kit; (ii) a seat of GoTo Room which allows for “Meet Now” functionality or attending/starting GoTo Meeting sessions subject to the Terms of Service located at <https://www.goto.com/company/legal/terms-and-conditions>; 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 GoTo Room 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 GoTo Room purchase, the terms of the end user license agreement for Dolby Voice Client software, available at <https://www.goto.com/company/legal/dvc-eula><https://www.logmeininc.com/legal/dvc-eula>, 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 GoTo Room purchase on or before August 3, 2020, whether separately listed on the Order or bundled with Services, the lease terms at <https://www.goto.com/company/legal/dolby-lease> apply to such lease and are incorporated by reference.
 - **GoTo Room-as-a-Service Purchases.** If you are purchasing any GoTo Room Kit as part of a GoTo Room RaaS offering, the GoTo Room-as-a-Service (RaaS) Terms, available at <https://www.goto.com/company/legal/lmi-raas>, apply to such purchase.
 - **Technical Support.** GoTo will provide standard customer and technical support consistent with the support level for GoTo Meeting Plus, and Level 1 support for the Kit. Support is available at the Product Support Portal located at <https://support.goto.com>.

- **GoTo Webinar** 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 GoTo Webinar web site and/or executable customer software.
- **GoTo Stage** 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 GoTo Stage, 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](#).
- **GoTo Webcast**
 - **Overview.** GoTo Webcast 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 GoTo Webcast website. Each NAU may run only 1 GoTo Webcast 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 GoTo Webcast 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 GoTo Webcast Service.
 - **Technical Support.** GoTo Webcast 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 GoTo Webcast 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 expire if not fully used within 12 months of date of the Order. Additional fees may apply for orders placed, changed, 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.
- **GoTo Training** enables users to schedule, convene and moderate training sessions using the GoTo Training 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 GoTo Meeting, join.me, GoTo Webinar or GoTo Training 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 GoTo Meeting, join.me, GoTo Webinar and GoTo Training (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 GoTo Meeting (may not be available for all GoTo Meeting 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 GoTo Meeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoTo Meeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoTo Meeting. 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 GoTo Meeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoTo Meeting 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 GoTo Meeting only. Usage of: (1) toll free numbers in GoTo Webinar or GoTo Training; and/or (2) toll-free and Call Me (GoTo Meeting 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 GoTo Meeting 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 GoTo Meeting 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 GoTo Meeting, join.me, GoTo Webinar or GoTo Training 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 GoTo Meeting, join.me, GoTo Webinar and GoTo Training (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 GoTo Meeting, join.me, GoTo Webinar or GoTo Training, 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 GoTo Meeting, 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 GoTo Meeting 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 GoTo Meeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoTo Meeting. 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 GoTo Meeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoTo Meeting 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 GoTo Meeting only. Usage of toll free numbers in GoTo Webinar or GoTo Training 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 GoTo Meeting (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 GoTo Meeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoTo Meeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoTo Meeting. 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 GoTo Meeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoTo Meeting 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 GoTo Meeting only. Usage of: (1) toll free numbers in GoTo Webinar or GoTo Training; 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 GoTo Meeting 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 GoTo Meeting 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 <https://grasshopper.com/how-it-works-and-features/add-ons>.

- **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.
- **Ruby Receptionists Services.** If you are purchasing any Ruby Receptionists Services as part of your Grasshopper purchase, the additional terms listed at <https://www.goto.com/company/legal/ruby-terms> apply to such purchase and are incorporated by reference.
- **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.
- Where allowed by applicable law, we may charge a monthly Regulatory and Infrastructure Cost Recovery Fee (“Cost Recovery Fee” or “CRF”) to recover some or all costs we incur for: (i) payment of government or other mandatory fees (e.g., Federal Regulatory Fee, Telecommunications Relay Service, North American Numbering Plan); (ii) compliance with legal and regulatory requirements (e.g., number portability, fraud detection and response, data privacy, accessibility, caller ID authentication, and response to government inquiries); (iii) maintaining and securing network infrastructure and data centers; and (iv) obtaining and managing phone numbers and receiving calls from or terminating calls to third-party networks. This fee is not a tax and is not mandated by any government body. It will be estimated in any quote for Services and will appear as a separate line-item on invoices. We may adjust the CRF as appropriate.
- **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.
- **Accessibility Feedback.** To provide accessibility feedback pursuant to the Accessible Canada Act, or to request a description of our accessibility feedback process in an alternate format, you can contact us at accessibilityfeedback@goto.com or (781) 850-1458.

GoTo Connect Services.

GoTo Connect (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 GoTo Connect 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 GoTo Connect, such as those described here:

- **GoTo Connect - Teams Edition.** GoTo Connect - Teams Edition, is a voice-only version of GoTo Connect bundled with the Connector (defined below), enabling you to make and receive calls within your Microsoft Teams account.
- **GoTo Connect Teams Connector.** GoTo Connect Teams Connector (or “Connector”) is a third-party add-on service for your existing GoTo Connect account which enables your GoTo Connect users to make and receive calls within their Microsoft Teams account using the GoTo Connect platform.

- **Technical Sufficiency Criteria.** GoTo Connect requires a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of GoTo Connect with any network, services, or connection not compatible with GoTo Connect may result in partial or complete unavailability, interruption, or underperformance of GoTo Connect 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 GoTo Connect 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 as provided in Section 3.1 of the Terms of Service at <https://www.goto.com/company/legal/terms-and-conditions>. If you remove all billable devices from your account, you will continue to be billed for a minimum of one device until the services are terminated or additional devices are added. For the purposes of this Addendum, "Service Charges" means fixed monthly charges for the Services on your account.
- **Rates.** GoTo Connect 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 GoTo Connect 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 GoTo Connect 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 GoTo Connect from outside of North America, the Regional Supplement at <https://www.goto.com/company/legal/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 available at <https://www.goto.com/company/legal/911-service-availability-policy>; and (2) that the 911 dialing service we offer ("GoTo Connect 911 Dialing") differs from 911 dialing service offered by traditional telephone carriers in the ways described in the 911 Service Availability Policy, including that GoTo Connect 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, GoTo Connect 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 GoTo Connect 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.
 - The preceding provisions in this section shall not apply if you are purchasing GoTo Connect in Europe and Australia -- consult the [Regional Supplement](#) for more information on your use of emergency services.
- **Emergency Services Outside North America.** If you are purchasing GoTo Connect outside of North America, consult the [Regional Supplement](#) for information on your use of emergency services.
- **Regulatory and Infrastructure Cost Recovery Fee.** Where allowed by applicable law, we may charge a monthly Regulatory and Infrastructure Cost Recovery Fee ("Cost Recovery Fee" or "CRF") to recover some or all costs we incur for: (i) payment of government or other mandatory fees (e.g., Federal Regulatory Fee, Telecommunications Relay Service, North American Numbering Plan); (ii) compliance with legal and regulatory requirements (e.g., number portability, fraud detection and response, data privacy, accessibility, caller ID authentication, and response to government inquiries); (iii) maintaining and securing network infrastructure and data centers; and (iv) obtaining and managing phone numbers and receiving calls from or terminating calls to third-party networks. This fee is not a tax and is not mandated by any government body. It will be estimated in any quote for Services and will appear as a separate line-item on invoices. We may adjust the CRF as appropriate.
- **Reasonable Use.**
 - **"Unlimited" Usage.** You acknowledge that: (a) any reference we have made to "unlimited" minutes, messages or features refers to our practice not to charge for the Services on a per-minute, per-message or per-use basis when use is reasonable; and (b) that we do not offer "unlimited" plans for call center operations, fax or message 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 or per-message charges for excessive use, or terminate this agreement if we determine that (i) for calls, 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, or (ii) for messages, your pattern of usage is excessive as compared to most business customers (e.g. high-volume, automated campaigns).

- **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 new condition in original packaging, as determined by us. In addition to the restocking fee, you must pay all costs to replace damaged equipment or missing components or packaging. Further if we subsidized your equipment purchase below the MSRP or if we loaned you the equipment but you subsequently terminate the Agreement or the Services early, for any reason (except for our material breach), or we terminate the Agreement or the Services, for your breach, you will be charged the full MSRP for any hardware provided to you, less any amount you already paid us for that hardware unless the equipment is returned in new condition as described above.
- **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, available at <https://www.goto.com/company/legal/equipment-rental-agreement>, 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, available at <https://www.goto.com/company/legal/cxone-service-terms>, 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, available at <https://www.goto.com/company/legal/network-services-agreement>, are hereby incorporated by reference.
- **SD-WAN Purchase.** If you are purchasing SD-WAN services, the terms of the SD-WAN purchase agreement, available at <https://www.goto.com/company/legal/sd-wan-purchase-agreement>, 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 for the same period as the preceding term, up to a maximum of 12 months, or as otherwise limited by applicable law (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 including the full MSRP of any hardware provided to you, less any amounts you already paid us for that hardware.

- **Technical and Organizational Measures.** GoTo has implemented measures designed to ensure appropriate privacy, security, availability, and confidentiality of GoTo Connect. You may find out more about these measures by visiting the GoTo Connect page in the ["Product Resources"](#) section of [GoTo's Trust & Privacy Center](#).

GoTo Contact Center (and GoTo Contact Center Pro) is a cloud-based contact center service that integrates natively with GoTo Connect and provides communication routing and queuing, agent management, and related reporting features.

GoTo Customer Engagement is a cloud-based messaging and engagement service that integrates natively with GoTo Connect and provides the ability to create outbound message campaigns and manage incoming messages in a shared inbox.

- **AI Features (beta).** Your use of the AI-enabled Message Assistant beta feature within this service (which is optional) is subject to the GoTo AI Terms available at <https://www.goto.com/company/legal/ai-terms>.

Customer Engagement & Support

GoTo Assist 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.

- **GoTo Assist 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.
- **GoTo Assist 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.
 - **GoTo Assist Mobile Support** is an add-on to GoTo Assist Remote Support service that allows agents to remotely view, and in certain cases control, select mobile devices through a web browser or application.
- **GoTo Assist 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 GoTo Assist 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.
- **GoPilot** is an AI assistant for GoTo Resolve that is designed to provide you with a comprehensive view of your endpoints, automate diagnostics, guide users through resolutions, and learn to avoid future disruptions. GoPilot is not an optional add-on, it is a component of the Service that all GoTo Resolve customers receive. Your use of GoPilot is subject to the GoTo AI Terms available at <https://www.goto.com/company/legal/ai-terms>.
- **Acronis Services.**
 - **Acronis Terms.** If you elect to purchase or use Acronis services through your GoTo Resolve subscription, these additional Acronis Terms govern your purchase and/or use of Acronis with GoTo Resolve and are incorporated by reference. In the event of a conflict between the Acronis Terms and our GoTo Terms, Acronis Terms will govern solely with respect to the Acronis services.
 - **Acronis Fees.** Fees for Acronis services may be charged both in advance (e.g. Service plan subscription fees) and in arrears (e.g. subscription license increases and usage-based charges such as storage overages accrued in the previous month), as applicable, and any Acronis-related fees incurred in your Acronis environment will be invoiced by GoTo and are payable by you

in accordance with these Terms. We reserve the right to make reasonable billing adjustments to accommodate the Acronis billing structure based on Acronis' pricing model or as requested by the Acronis Terms.

- **Termination.** Termination of your Acronis Services will not impact your underlying GoTo Resolve subscription or any other Services, which is governed by the Term and Termination provisions of our GoTo Terms. We may suspend or terminate access to Acronis services upon notice if (i) required by Acronis; (ii) you breach the Acronis Terms or these Terms; or (iii) your GoTo Resolve subscription is terminated or suspended.

Use of Customer Content by GoTo. Customers using GoTo Resolve agree that GoTo may access your Content for the following reasons, and you instruct GoTo to process your Content for such purposes: (a) to train models for use by the Services and AI-Enabled Features, unless Customer has opted out of providing Content for such training; (b) to conduct research and development and/or to improve GoTo's Services and features; and (c) as otherwise provided in the Terms of Service. GoTo retains all ownership of all aggregated machine learning results.

Miradore is a multi-device, enterprise mobility, and unified endpoint management solution that allows IT teams to manage end users across a variety of devices (e.g., iOS, Android, Windows, and MacOS). It is designed to enable IT professionals to stay up to date with their device fleet, automate device management across multiple operating systems, distribute applications, and provide remote support to device users.

- **Miradore Overages.** We reserve the right to monitor your usage and in the event you exceed the allocated device usage limit specified in your Miradore Order ("Device Limits"), you shall pay for any such overage in accordance with an associated invoice, which we may issue at any time.
- **Miradore Renewals.** We also reserve the right to adjust your Device Limits upon renewal based on your past usage statistics, in order to align the subscription with your actual usage. In cases where the adjustment to the Device Limits reflects a material increase from the prior subscription term, in our discretion, we may require you to sign a renewal order that outlines the revised Device Limits and any corresponding price changes. You acknowledge that regardless whether we require a signed renewal order, you are obligated to pay for any increase in Device Limits upon renewal.

Identity & Access Management

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

Regional Supplement for the Jive and GoTo Connect Services

Last Updated: June 6, 2023

Applicability and Definitions. This Regional Supplement to the GoTo Terms of Service (the “**Regional Supplement**”) shall apply solely with respect to the Jive and/or GoTo Connect Services (the “**VoIP Services**”) provided by GoTo to end users (“Customer” or “you”) located (as determined by Customer’s physical address specified in the Agreement, applicable Order, and/or during Customer onboarding) (each a “**Customer Location**”) in the countries listed in the table below. This Regional Supplement is being provided to meet the requirements of the laws, statutes, regulations, ordinances, codes, rules, guidelines, orders, and/or permits applicable to GoTo’s provision of the VoIP Services to Customers located in the countries identified herein (the “**Applicable Laws**”). Capitalized terms used and not defined in this Regional Supplement shall have the meanings assigned to them in the GoTo Terms of Service into which they are incorporated (the “**Terms**”).

The main body of this Regional Supplement should be read together with the country-specific annexes:

- [Supplemental Terms – Ireland Annex](#)
- [Supplemental Terms – UK Annex](#)
- [Supplemental Terms – Germany Annex](#)
- [Supplemental Terms – Australia Annex](#)
- [Supplemental Terms – Brazil Annex](#)
- [Supplemental Terms – Austria Annex](#)
- [Supplemental Terms – Italy Annex](#)
- [Supplemental Terms – Canada Annex](#)

The country-specific terms in these Annexes shall apply only to the part of the VoIP Services that are provided to a Customer Location in the relevant country and only to the extent required by Applicable Law. If there is a conflict between the country-specific terms in an Annex and the general language in this document, the country-specific terms will govern.

RATES. The VoIP Services include (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 VoIP Service’s international calling plan with rates defined by country and call type (i.e., landline

or mobile). In certain 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 VoIP Service calling plan. Standard rates are subject to change without notice unless prohibited by law. 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 except as otherwise specified in the country-specific annexes in this document. Pricing may also change due to regulatory requirements, market conditions, or other pass through charges.

SUPPORT SERVICES AND AVAILABILITY.

On the Effective Date of an Order, GoTo shall, itself or through one or more of its vendors, subcontractors, or other service-providers (each a GoTo "Partner") or its Affiliates: (a) enable Customer's access to and use of the VoIP Services; (b) ensure that the VoIP Services are available to Customer during the term of any Order in accordance with the Terms; and (c) provide standard support during GoTo's regular business hours for the VoIP Services via telephone and email, which customers can access at <https://support.goto.com/connect>.

SERVICE LIMITATIONS.

The VoIP Services will not function if you: (a) lose electrical power; (b) experience interrupted connection to your broadband internet service; (c) have a suspended account due to non-payment; or (d) if you cannot connect to our platform because of an obstruction on your wide area network or local area network, such as a port blocked by your internet service provider. Additionally, the VoIP Services may not function due to reasons outside of GoTo's control such as the failure or outage of third-party providers utilized to provide the VoIP Services.

The VoIP Services, including Customer's use of the Emergency Numbers, may not be accessible from a particular phone or other calling device if that device is not configured correctly or otherwise malfunctions. The VoIP Services are not set up to provide the autodialing functionality sometimes relied on by security systems, medical monitoring equipment, TTY equipment, etc. Customer should not rely on the VoIP Services to provide this functionality.

CALLS TO/FROM EMERGENCY SERVICES: SERVICE, QUALITY LIMITATION & CALLER LOCATION INFORMATION.

The common emergency access number in the European Union is 112 and the national emergency access numbers (together, the “**Emergency Numbers**, ”each separately an “**Emergency Number**”) are as follows:

Country	Emergency access number(s)
United Kingdom, Ireland	112, 999
Germany	110, 112
Australia	000
Brazil	190, 192, 193, 197
	112 Single European emergency number
	122 Fire department
	128 Emergency number for gas failure
	133 Police
Austria	140 Mountain rescue
	141 Medical emergency service (Ärztenotdienst)
	142 Telephone counseling
	144 Ambulance/First responder service
	147 Emergency call service for children and young people
Italy	112, 113, 115, 118
Canada	911

Emergency Numbers can be accessed, free of charge, if the VoIP Services are operational and if accessed from within the relevant country. Customer understands and acknowledges that there may be some limitations as set out in the following paragraphs:

- If Customer uses the VoIP Service outside of the Customer Location where it has been provisioned by GoTo to be used (the “**Service Location**”), calls to Emergency Numbers may be routed to an incorrect answering point or location.
- If there is a VoIP Service outage for any reason (such as electrical outages and broadband service outages) the outage may prevent access to Emergency Number dialing.
- Customer must register with GoTo and keep up to date the primary physical location where the VoIP Service will be used. If Customer does not update GoTo with changes to the location of where the VoIP Service is being provided, it may not be possible for emergency operators and authorities to identify the appropriate location and phone number when an Emergency Number is dialed. Additionally, Customer should be aware that extension information may not be provided to emergency services (only location information of the primary location).
- If an Emergency Number is dialed, Customer will need to state the location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The emergency operator may ask for specific information to correctly transfer the call to a local emergency services department such as police, fire department, rescue, coastguard, etc.
- If the VoIP service is not operational for any reason and/or a call is unable to be completed, dropped, disconnected, or if the caller is otherwise unable to speak, emergency operators and authorities may not be able to identify the phone number of a caller in order to call them back. Emergency operators and authorities may also not be able to hold a line open in the event that the caller hangs up.

Customer will inform its users of the above limitations. For the above reasons, GoTo recommends that its users have an alternative means of accessing emergency services other than or in addition to the VoIP Service.

NUMBER USAGE AND PORTING.

GoTo shall support Customer requests for number portability where required under Applicable Law. Except as otherwise provided under Applicable Law, Customer understands that number portability may be unavailable with the VoIP Service in certain circumstances (e.g., no porting agreement between carriers). In such cases, there can be no guarantee that Customer will be able to keep its telephone number(s) if transferring to another VoIP service. Where number portability is available with the VoIP Service, GoTo will

take reasonable steps to ensure that the transfer and subsequent activation is completed within one (1) business day (or otherwise in accordance with Applicable Law), provided that all necessary activation processes and validations have been completed, the network connection is ready for use and the donor provider has received a request to activate the transfer and agreed upon a transfer date (the "**Porting Activation Requirements**").

Unless otherwise provided under Applicable Law, the one (1) business day time period commences from the agreed-upon date of porting, once an agreement to port has been concluded and after the Porting Activation Requirements have been satisfied in GoTo's sole discretion. Following completion of the Porting Activation Requirements, GoTo will send a notification informing the Customer of the date when their number will be transferred. If after following such notification there is a subsequent delay in the Porting Activation Requirements, GoTo will promptly notify Customer of the new anticipated date when their number will be transferred.

EQUIPMENT

To the extent any physical equipment is included, purchased, leased, and/or rented as part of the VoIP Services, such equipment may be subject to additional terms and conditions between the Customer and the associated equipment manufacturer.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN IRELAND

Complaints Code of Practice: any complaints relating to the VoIP Services provided to Customer Locations in Ireland will be handled in accordance with ComReg requirements, as specified in GoTo's [Complaints Code of Practice](#).

Amendments: GoTo may update this Agreement or any of its policies from time to time and will provide notice to Customer at the email address on file for its account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not otherwise required by Applicable Law, Customer may object to such update by providing GoTo notice of its objection within ten (10) days of receipt. If the parties, negotiating in good faith, cannot reach agreement within thirty (30) days, Customer may terminate the portion of the VoIP Services affected by the change by providing written notice to GoTo. Customer's sole remedy for such termination shall be a pro-rata refund of any pre-paid, unused, fees for the

remainder of its then-current term. For the avoidance of doubt, any use of the VoIP Services after the effective date will be deemed Customer's acceptance of the change.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN THE UK

Complaints Handling Code of Practice for Small Business Users: any complaints relating to VoIP Services provided to Customer Locations in the UK will be handled in accordance with Ofcom requirements, as specified in GoTo's [Complaints Code of Practice](#).

Amendments: GoTo may update this Agreement or any of its policies from time to time and will provide notice to Customer at the email address on file for its account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Applicable Law, Customer may object to such update by providing GoTo notice of its objection within ten (10) days of receipt. If the parties, negotiating in good faith, cannot reach agreement within thirty (30) days, Customer may terminate the portion of the VoIP Services affected by the change by providing written notice to GoTo. Customer's sole remedy for such termination shall be a pro-rata refund of any pre-paid, unused, fees for the remainder of its then-current term. For the avoidance of doubt, any use of the VoIP Services after the effective date will be deemed Customer's acceptance of the change.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN GERMANY

Directory Listing: You are not required to publish your information in a public directory. Should you wish to object to a directory listing, please do so during initial on-boarding for the VoIP Services.

Blocking outgoing calls to specific numbers: Customer shall be entitled, free of charge, to request that GoTo block the calling of specific number ranges, to the extent technically feasible. Unblocking of previously blocked number ranges can be subject to a charge.

Liability cap: In accordance with the German Telecommunications Act ("TKG"), where: (i) telecommunication Services are provided to Customer Locations in Germany; (ii) the Customer is domiciled in Germany; and (iii) other than where the parties have separately negotiated differing liability provisions within the Terms, in accordance with Section 44a of the TKG, the maximum liability concerning financial loss of GoTo and its Affiliates under the Agreement, or arising out of the VoIP Services provided thereunder, to any German-

domiciled customer, including the Customer, shall in no event exceed 12.500 EUR per customer. Furthermore, the maximum liability concerning financial loss in total available to all German-domiciled customers (in the aggregate) shall – without prejudice to the preceding cap – not exceed 10 Million EUR if the liability is based on a uniform act or a uniform incident and impacts a subset of customers. Should the preceding 10 Million EUR limit apply pursuant to Section 44a of the TKG, compensation shall be reduced in proportion to the sum of all claims for damages. For the avoidance of doubt, the liability limits set forth in this paragraph shall not apply to claims for compensation that resulted from a delayed payment of compensations or claims related to fraud or willful misconduct.

Out-of-court dispute resolution: GoTo makes every effort to ensure that its customers remain satisfied with the VoIP Services. Should a Customer have a concern or intend to raise a dispute, GoTo kindly requests that the Customer [contacts](#) and works directly with GoTo in order to ensure an expedient and efficient resolution. However, a Customer may also initiate conciliation proceedings, pursuant to Section 47a of the TKG, by submitting a request to the Consumer Mediation Body Telecommunications of the Federal Network Agency in Bonn (Verbraucherschlichtungsstelle Telekommunikation) and/or through the European Union (“EU”) Dispute Resolution Platform. Contact information for both dispute resolution schemes may be found below. Participation to the preceding dispute resolution schemes is on a voluntary and case-by-case (and customer-by-customer) basis for GoTo, who does not participate in dispute resolution schemes before any other consumer mediation bodies.

Dispute Service Scheme in Germany

See <https://www.bundesnetzagentur.de/DE/Sachgebiete/Telekommunikation/Verbraucher/Streitbeilegung/streitbeilegung-node.html>

EU Dispute Resolution Platform

See <https://ec.europa.eu/consumers/odr/>

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN AUSTRALIA

Carriage Service Provider: Pursuant to the Telecommunications Act of 1997, GoTo is a Carriage Service Provider and shall adhere to the applicable provisions of the Telecommunications Standard 2018, as may be amended from time to time. GoTo may utilize one or more principal or underlying Carriers to provide the VoIP Services and/or facilitate operator and directory assistance services, but at all times shall remain responsible for its provision of the VoIP Services to Customer.

Complaints Code of Practice: Any complaints relating to the VoIP Services provided to Customer Locations in Australia will be handled in accordance with ACMA requirements, as specified in GoTo's [Complaints Code of Practice](#).

Data Protection in Australia: Subject to the terms of the Agreement, GoTo will handle any "personal information" (as that term is defined in the Privacy Act 1988 (Cth), as amended from time to time), that is maintained on behalf of Customers located in Australia ("**Australia Personal Information**") in accordance with the Agreement and GoTo's Data Processing Addendum (located at www.goto.com/legal) ("**Data Protection Terms**"), or as otherwise permitted or required by applicable law. For the avoidance of doubt, GoTo and Customer both agree that Customer is the APP entity under the Privacy Act and GoTo shall: (a) take reasonable steps to protect Australia Personal Information from misuse, interference, unauthorized access, modification, or disclosure; and (b) not use Australia Personal Information, except: (x) to provide, operate and facilitate access to the VoIP Services; (y) subject to Customer's lawful and reasonable written instructions; and/or (z) to otherwise perform its obligations under the Data Protection Terms and applicable law. Customer acknowledges that GoTo relies on Customer for direction as to the extent to which it is entitled to use and process the Australia Personal Information provided to GoTo and that GoTo will not be liable for any claim brought by a data subject arising from any act or omission by GoTo, to the extent that such act or omission resulted from Customer's instructions.

GoTo may transfer Australia Personal Information to its affiliates to store and process such Australia Personal Information on servers located in the United States or other jurisdictions outside of Australia, as further described in the Data Protection Terms. Customer specifically and expressly consents to such transfers and acknowledges that Australian Privacy Principle 8.1 will not apply to such disclosure and transfer. Customer further agrees and consents to GoTo, its affiliates, and the service providers that GoTo utilizes, having the right to access Customer's account and to use, modify, reproduce, distribute, display and disclose Customer Content, including any Australia Personal Information therein, to the extent necessary to provide and operate the VoIP Services, including, without limitation, in response to any Customer technical support, customer care, billing, or data privacy-based requests.

Additional Porting Provisions: GoTo's ability to provide the VoIP Services is subject to Telstra porting the numbers. Where Customer is provided with a telephone number (including a code) as part of the VoIP Services, Customer will have no right to keep that number nor to sell, dispose or transfer that number at any time. GoTo will use its best efforts to ensure that Customer is able to keep the number during the term of the

Agreement, but GoTo reserves the right to change the number on reasonable notice if GoTo determines, in good faith and in its reasonable discretion, that a third party has a valid claim to such number, or that the change is otherwise required by or advisable under applicable law.

Financial Hardship Policy: If Customer is experiencing genuine financial difficulty in making payments for the VoIP Services, flexible payment arrangements may be made available by GoTo. To learn more, please visit GoTo's [Financial Hardship Policy](#) or [contact support](#).

Authorized Representative: If Customer needs to appoint an authorized representative to interact with GoTo on its behalf, it may complete [this form](#) and return it to legal@goto.com.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN BRAZIL

Telemarketing: If you will use the Services to make telemarketing calls, you must obtain a telephone number with prefix “0303” and use that number when placing telemarketing calls. We will make “0303” numbers available upon request, subject to availability and any applicable restrictions imposed by ANATEL.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN AUSTRIA

For customers located in Austria the contracting entity and term “GoTo” shall refer to the Irish company LogMeIn Ireland Unlimited Company (with address at The Reflector, 10 Hanover Quay, Dublin 2, Ireland and VAT:IE9834481A). GoTo provides its VoIP Services under the Agreement only to businesses in the meaning of section 1 Austrian Consumer Protection Act.

The executed Order, the Terms of Service, the applicable DPA, the applicable Service Description for GoTo VoIP Services, and this Regional Supplement for VoIP Services (including these supplemental Terms for Austria) constitute the entire Agreement for VoIP Services. No other documents – including any terms linked in the Service Description – will affect the Agreement for VoIP Services.

Service Plan: A Service Plan for Austrian customers is available at <https://www.goto.com/company/legal/DE-Entgeltbestimmungen-Service-Plan>.

Usage / Calling Minutes: The VoIP Services include 2,500 outbound calling minutes (excluding toll-free) per user per month, calculated as a pooled average for the account, unless the parties have agreed otherwise in writing. Per-minute charges apply beyond the threshold.

Amendments: GoTo may update the Agreement from time to time and will provide notice to Customer at an email address on file for its account, or by standard mail where invoices by standard mail were agreed.

If the changes benefit Customer or are otherwise required by applicable law, they will either take effect immediately or on the date indicated in the notice.

Except for changes that benefit Customer, are required by applicable law, or apply only to future customers, GoTo will give at least two (2) months' notice of any changes and a second notice summarizing the material content of the changes at least one (1) month before the changes take effect. If Customer objects to the changes, Customer and GoTo may negotiate in good faith and attempt to reach an agreement provided that Customer has the right to terminate the portion of the VoIP Services affected by the change until the effective date of the changes. The Customer will provide written notice to GoTo to exercise this right.

At Customer's request, GoTo will provide the full text of the current terms of the Agreement. Changes in fees due to an agreed index adjustment do not entitle the Customer to termination as stated herein.

Notices under the Agreement will not be deemed to be delivered merely by passage of time, regardless the method of notice used. Electronic publication does not replace written notice to Customer, if written notice is required by law.

Quality of Service/Maintenance: To provide redundancy, scalability, and high availability, the VoIP Services employ a microservice architecture which allows for self-recovery in the event of an outage at any specific datacenter or a geographically localized problem on the public Internet. The VoIP Services are designed to failover between datacenters. All production datacenters are connected in such a manner that internal applications can reach services from any location. Connectivity to the Public Switched Telephone Network (PSTN) is made from each datacenter location to multiple PSTN partners/providers via Session Initiation Protocol (SIP) trunks.

For more detail about GoTo's system security, availability protections, and disaster recovery processes, see the Technical and Organizational Measures (TOMs) document and the SOC3 report for the VoIP Services, both of which are available at GoTo's Trust and Privacy Center at logmein.com/trust.

GoTo shall make a commercially reasonable effort to inform its Customers of any planned interruption or operational restriction in advance, but in any event will provide notice without undue delay at the applicable status page at <https://www.goto.com/company/trust/status> (where Customer may subscribe to receive real-time status updates via push notification).

Porting Provisions: GoTo's ability to provide the VoIP Services is subject to porting number resources of external providers. Customer can be provided with a telephone number (including a code) as part of the VoIP Services (which may be subject to a fee). GoTo shall support Customer's rights to request portability of any assigned telephone numbers.

Directory Listing: Customer is not required to publish its information in a public directory. If Customer wishes to object to a directory listing, it can do so during initial on-boarding for the VoIP Services.

Caller ID Suppression and Blocking Outgoing Calls to Specific Numbers: Customer has the right to suppress the display of its caller ID individually, independently, and free of charge. Customer is likewise entitled, free of charge, to request that GoTo block the calling of specific number ranges, to the extent technically feasible. Unblocking of previously blocked number ranges may be subject to a charge – except in case of emergency calls.

Out-of-court Dispute Resolution: GoTo makes every effort to ensure that its customers remain satisfied with the VoIP Services. Should a Customer have a concern or intend to raise a dispute, GoTo kindly requests that the Customer [contact](#) and works directly with GoTo in order to ensure an expedient and efficient resolution.

In addition to any rights and remedies available in general courts, the Customer is entitled to submit any disputes and complaints in connection with the VoIP Services within the statutory period (currently one year pursuant to applicable procedural guidelines) from the time the written complaint is filed and pursuant to § 122 TKG 2003, with the regulatory authority's conciliation body (RTR, www.rtr.at). The procedure before the regulatory authority is carried out in accordance with the guidelines available at the above-mentioned website.

Payment Methods: Information about billing intervals and available payment methods is available in the Service Plan.

Objection to Invoices: GoTo hereby requests that Customers raise any objections to invoices in writing within three (3) months of the invoice date. If, after review, GoTo disagrees with the Customer's objection, the Customer may request dispute resolution by the Austrian Regulatory Authority for Broadcasting and Telecommunications ("RTR") within one (1) year from the time it raised the objection to GoTo in writing. Customers may also

seek redress in the courts. If Customers do not object to their invoice within the aforementioned three (3) months, GoTo will deem the invoice accepted by Customer.

Customers may address invoice disputes to GoTo in writing at the following location: Attn: Complaints Department, GoTo, The Reflector, 10 Hanover Quay, Dublin 2, D02 R573, Ireland. All undisputed amounts will be due as stated on the invoice.

Liability: Liability for personal injury or intentional damage is not limited between the parties.

Service Suspension: GoTo may suspend Customer's use of the Services only in accordance with law. GoTo may suspend use of the Services (i) for security concerns and (ii) for non-payment, but will in the latter case grant a grace period of at least 2 weeks before suspending Services.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN ITALY

Service Charter: GoTo has published a Service Charter which applies to VoIP Services purchased in Italy. The Service Charter has been filed with AGCOM and is available at <https://www.goto.com/company/legal/IT-LogMeIn-Carta-dei-servizi>.

SUPPLEMENTAL TERMS FOR VOIP SERVICES PROVIDED TO CUSTOMER LOCATIONS IN CANADA

Accessibility Feedback: To provide accessibility feedback pursuant to the Accessible Canada Act, or to request a description of our accessibility feedback process in an alternate format, you can contact us at accessibilityfeedback@goto.com or (781) 850-1458.

Accessibility Plan: GoTo has published an Accessibility Plan at <https://www.goto.com/company/legal/aca-accessibility-plan>. This document describes commitments GoTo has made to advance accessibility objectives.



EXHIBIT C

Acceptable Use Policy for GoTo Services Effective Date: July 14, 2025

This Acceptable Use Policy ("AUP") outlines rules for using GoTo's Services and is part of your Agreement with GoTo. We may modify this AUP from time to time as set forth in the Agreement. Your continued use of the Services after we have modified this AUP constitutes your acceptance of its terms.

Prohibited Activities. When using or interacting with our Services, you must not engage in, or allow your users or attendees to engage in, any of the following behaviors:

Prohibited Behaviors	Examples
Illegal or harmful activities	- Engaging in behavior that is unlawful, harmful, abusive, indecent, obscene, threatening, harassing, violent, defamatory, libelous, deceptive, misleading, fraudulent, malicious, indecent, obscene, illicit, or tortious. - Infringing or violating others' rights, including their intellectual property, privacy, publicity, or other rights. - Exploiting or harming minors or soliciting information about minors without parental consent. - Sending unauthorized advertising, spam, sending bulk messages without consent, or contacting phone numbers in violation of applicable do-no-call restrictions. - Engaging in continuous or repetitive calls or messaging in a way that does or could reasonably lead to complaints.
Misrepresentation or fraud	- Providing misleading information, including misleading others about your identity or the source or origin of a communication, or the location from which your communication originates (e.g., use of VPNs to obscure your location). - Using the Services to commit fraud or impersonate any person or entity
Unauthorized use	- Modifying, preparing derivative works of, or reverse engineering our Services or using or displaying GoTo marks without our consent or in violation of our policies. - Marketing, selling, reselling, sublicensing, or assigning the Services in whole or in part to any third party, except as expressly permitted in a written agreement between GoTo and you. - Using the Services for the commercial benefit of any other party, such as operating a lead referral or network marketing business or seeking to inflate call volume or duration to other carriers ("traffic pumping"). - Using the Services on a service bureau or time-sharing basis, except as expressly permitted in a written agreement between GoTo and you. - Use of the Services as a conduit except as provided for in a written agreement with GoTo, such as trunking or forwarding your phone number to another number capable of handling multiple simultaneous calls, to a private branch exchange, or to a key system, except as permitted in a written agreement between you and GoTo.



Prohibited Behaviors	Examples
	- Performing autodialing, predictive dialing, or other automated use inconsistent with typical human operation. - Sending messages that violate our Messaging Content Policy, network provider requirements or established industry guidance or requirements, including guidance from the Cellular Telecommunications and Internet Association (CTIA) or the wireless industry generally.
Unauthorized collection or use of data	- Harvesting, collecting, or gathering user data without their consent, where required, or otherwise without legal authorization. - Intercepting, monitoring, or recording communications without consent, where required, or otherwise without legal authorization.
Compromising the integrity of our Services, networks or accounts	- Using the Services in an unauthorized, excessive, or other manner that is designed to or could interfere with, compromise, or otherwise disrupt our networks, accounts, or the Services. - Attempting to bypass Service restrictions, exploit Service limitations, or avoid Service security controls. - Transmitting, or using the Services to create material containing malicious code such as viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous. - Engaging in any form of penetration testing, network scanning, vulnerability scanning, or other activities designed to identify vulnerabilities within the Services unless we have entered into an agreement regarding such testing or activities.
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 uses where the failure of our Services could cause death or bodily harm.

Monitoring and Filtering. To enforce this AUP and the Agreement, to fulfill GoTo's obligations to its carriers and to law enforcement, and where permitted by applicable law, GoTo may:

- filter, monitor or review messages or other communications sent or received with the Services;
- respond to lawful government requests, as more fully described in our [Government Request Policy](#); and
- use technologies and procedures, such as filters, that may terminate and not deliver unsolicited messages that are transmitted in violation of applicable law or regulation or that may otherwise violate our [Messaging Content Policy](#) or carrier content requirements.

Consequences for Violation. If GoTo reasonably believes that you have violated this AUP, we may take reasonable action against your account, including terminating your Agreement for cause (for example, if you subscribe to multiple Services, we reserve the right to terminate all Services); terminating your Service account, suspending your access to our Service(s), or reporting your activity to relevant authorities.



Additional Terms; No Waiver of Rights. This AUP is not exhaustive and does not replace other restrictions or limitations in the Agreement or under applicable law.



Messaging Content Policy

This Messaging Content Policy ("MCP") outlines rules for Customers who use our Services to send Messages. The MCP is part of your Agreement with GoTo.

1. Definitions

- 1.1 **10DLC** means ten-digit long code, i.e., a US or Canadian phone number including area code.
- 1.2 **Brand** means the company or entity that a Message recipient believes to be the Message sender.
- 1.3 **Campaign** means your messaging use case, or the type of content you will be sending. Examples of Campaign types are marketing and customer care.
- 1.4 **Campaign Service Provider** means the entity that works with multiple Brands to help them create and launch messaging Campaigns. GoTo is a Campaign Service Provider.
- 1.5 **Message** means an SMS or MMS communication you send from the Services using a 10DLC or toll-free number.
- 1.6 **MMS** means "Multimedia Messaging Service," which is a technology that enables you to send group messages or messaging content containing elements such as text, videos, images, and GIFs to Message recipients.
- 1.7 **MNO** means "Mobile Network Operator," which is the entity that provides connectivity to end users.
- 1.8 **SMS** means "Short Message Service," which is a technology that enables you to send messaging content consisting of short text Messages to recipients.
- 1.9 **TCR** means "The Campaign Registry," which is the centralized hub where Brands and Campaigns are registered.

2. Registration Requirements

2.1 Ten-Digit Long Code Registration Requirements

To reduce consumer SPAM, smishing, and other fraudulent messages, the MNOs mandate that Brands located in the US and Canada that send SMS or MMS Messages to US phone numbers from applications using 10DLC register their Campaigns via GoTo with [The Campaign Registry](#).

TCR serves as the centralized hub where Campaign Service Providers such as GoTo facilitate the registration of Brands and their messaging campaigns in accordance with the MNO's requirements, such as [T-Mobile's Code of Conduct](#), and AT&T's Code of Conduct, and industry requirements such as the [CTIA Messaging Principles and Best Practices](#) and the [CTIA Short Code Monitoring Program Handbook](#), which is referenced in the CTIA Messaging Principles and Best Practices.

Prior to sending Messages from our Services, you must register your Brand and your Campaign via GoTo with TCR. Campaign vetting is performed by a third-party organization independent from GoTo and TCR. GoTo does not dictate the requirements for Brand or Campaign registration, which are subject to change. Further, GoTo does not control or approve your Brand or Campaign registrations; nor is GoTo responsible for any fees you may be required to pay in connection with the Brand and Campaign registration process, including for unsuccessful registration attempts. Although GoTo may offer information related to industry best practice to assist you with the registration process, you are responsible for your application content, including consulting with your own legal advisor regarding your application, and all fees associated with your registrations. GoTo expressly disclaims all liability with respect to your Brand and Campaign registration and makes no warranty of any kind that your registration will ultimately be approved.

Once your Brand and Campaign registrations have been approved, you may only send Messages for your Brand using numbers that have been linked to an approved Campaign. In addition, your Message and Message content must be aligned to the information that you provide in support of your Campaign registration.

2.2 Text-Enabled Toll-Free Number Verification Requirements

Certain of our Services may allow you to send Messages from text-enabled toll-free telephone numbers, or telephone numbers that use the designated numbering plan area codes ("NPAs") such as 800, 888, 877, 866, 855, and 844, or other designated NPA. If you wish to engage in toll-free Messaging from the United States or Canada, you must first complete the [toll-free number verification process](#). You may register only those toll-free numbers that are currently reserved for your benefit and are in working status.



3. **Messaging Requirements Applicable to All Messages Sent Using Our Services.** You must comply with the following requirements when using GoTo's Messaging Services:

3.1 Opt-in Requirements

- 3.1.1 Before sending a Message to any number you must obtain the phone number subscriber's express consent. For marketing or promotional content, this consent must be in writing. You may send a reply to a phone number that sends you a Message first, provided that your reply is limited to addressing the question or request posed to you.
- 3.1.2 You may not send Messages to phone number subscribers from whom you have not directly obtained express consent. For example, you may not send Messages to phone numbers contained on purchased or rented, leased, licenses, lists, or lists that have been otherwise provided to you by another party for your own marketing purposes.
- 3.1.3 You may not sell, rent, license, lease, otherwise provide phone numbers to other parties so that they may contact the subscriber for their own commercial purposes.
- 3.1.4 You are solely responsible for obtaining the required consent from subscribers through separate channels. In addition, you are solely responsible for retaining adequate records demonstrating that you have obtained the requisite consent to send Messages.

3.2 Opt-out Requirements

- 3.2.1 You must (a) provide a clear way for users to opt out of each message you send; (b) honor the following opt-out phrases: "stop," "quit," "revoke," "opt out," "cancel," "unsubscribe," and "end"; and (c) honor any other opt-out request terms that may be required by law, regulation or industry code and any other terms or phrases sent in reply to Messages where you are reasonably able to determine that the user intended to opt out, such as "I do not wish to receive messages from you."
- 3.2.2 You must honor optout requests that you receive outside of your messaging channel. For example, if a subscriber communicates their desire to opt out from receiving your Messages via email, a letter, or verbally over the phone, you must honor their request.
- 3.2.3 You must act on all opt-out requests within the timeframe provided for by applicable law.
- 3.2.4 Our Services do not automatically manage opt out requests. You are solely responsible for managing, tracking, and timely actioning opt-out requests, including, if applicable, providing confirmation to the user that they have been successfully opted out.
- 3.2.5 You are also solely responsible for maintaining adequate records of subscriber opt-out requests and your response to them.

3.3 Other Messaging Requirements

- 3.3.1 You must comply with messaging requirements contained in applicable law, regulation, MNO requirements, and industry standards, including requirements related to messaging content, the frequency with which you may send Messages, and any applicable time of day or declared emergency restrictions.
- 3.3.2 You must maintain a privacy policy that addresses your messaging practices.
- 3.3.3 You must include information in your Messages that enable users to obtain help or support from you.
- 3.3.4 You may not embed links into Messages that conceal or obscure your identity or that are intended to cause harm or deceive Message recipients. If you use a web address shortener, the shortener and its associated IP address must be dedicated exclusively to your use. If you include a web address in your Messages, the website, or any sites to which the web address redirects, must unambiguously identify you as the owner and include contact information at which the Message recipients may contact you.
- 3.3.5 You may not embed phone numbers in your Messages that are assigned or forward to unpublished phone numbers, unless the phone number owner is unambiguously identified in the Message. Notwithstanding the foregoing, you understand that in some jurisdictions, carriers may from time to time block messages with embedded phone numbers, regardless of whether they are published.



- 3.3.6 You may not engage in “snowshoe messaging,” which is a practice that spreads Messages across many sending phone numbers.
- 3.3.7 You may not engage in behavior that is designed to evade detection of a violation of our [Acceptable Use Policy](#), this MCP, or the policies of our upstream providers or the MNOs.

3.4 Prohibited Messaging Content. You may not send Messages containing the following content. Please note, this content is also prohibited by GoTo’s upstream providers and the MNOs.

- 3.4.1 Pornographic or sexually explicit content.
- 3.4.2 Depictions or endorsements of violence, hate speech, or otherwise engaging in threatening, abusive, harassing, defamatory, libelous, deceptive, or fraudulent behavior.
- 3.4.3 Content related to the sale or promotion of substances that are classified as controlled substances under applicable law, including US federal law, such as prescription drugs, marijuana (cannabis), CBD/HTC/hemp, kratom, drug paraphernalia, vaping, or e-cigarettes.
- 3.4.4 Content related to alcohol, gambling, firearms (including accessories, ammunition and fireworks and other explosives), tobacco, charity, and political/campaign advertisements (for the US, unless the foregoing is otherwise part of an approved 10DLC Campaign or approved under toll-free number verification parameters), and subject to your compliance with additional, applicable messaging requirements, such as enhanced consent and/or age-gating requirements. Notwithstanding the foregoing, content related to gambling/sweepstakes and tobacco are strictly prohibited for toll-free number messaging.
- 3.4.5 Lead generation campaigns that indicate the sharing of collected information with third parties, such as third-party or affiliate lead or commission generation campaigns.
- 3.4.6 Third-party debt collection; debt consolidation, reduction, or relief offerings; or credit repair offerings.
- 3.4.7 Advertisements for loans, except for Messages from direct lenders for secured loans; payday loans; short term high-interest loans; new loan solicitation; third-party auto loans; third-party mortgage loans; or student loans;
- 3.4.8 Advertisements for cryptocurrency, stocks and investing services or platforms.
- 3.4.9 Deceptive work from home schemes, secret/mystery shopper, pyramid schemes, multi-level marketing, “get rich quick” or “financial wealth building” offerings, risk investment opportunities, or other similar advertising Campaigns
- 3.4.10 Campaigns that otherwise contain content that is prohibited under applicable law, regulation, or industry code.

4. Consequences of Non-Compliance

You are solely responsible for your compliance with the requirements of this MCP, and your failure to comply with them may result in (a) your Message being blocked by GoTo, its providers, or the MNOs; (b) suspension of your Services or termination of your Agreement; and (c) claims by third parties or regulatory enforcement actions.



EXHIBIT E

DATA PROCESSING ADDENDUM

Revised: October 20, 2025

This Data Processing Addendum includes Schedules [1 \(Processing Description\)](#) and [2 \(Regional Transfer Terms\)](#) ("**DPA**"). This DPA supplements and forms part of the Terms of Service or other written agreement (the "**Agreement**") between GoTo and "**Customer**" and applies to GoTo's Processing of Customer's Personal Data in connection with the Services purchased under the Agreement. This DPA is effective when Customer (a) enters into an Agreement or signs an Order that has incorporated this DPA into its terms, or (b) uses the Services after its publication to GoTo's website (the "**Effective Date**"). The terms of this DPA control to the extent they conflict with the terms of the Agreement.

Customer enters into this DPA on behalf of itself, and to the extent required under Data Protection Laws, on behalf of its Authorized Affiliates. References to "Customer" in this DPA mean the Customer contracting entity and its Authorized Affiliates; provided, however, that the Customer contracting entity shall, on behalf of itself and its Authorized Affiliates: (a) remain responsible for coordinating, making, and receiving all communication with GoTo under this DPA; and (b) exercise any of its own or its Authorized Affiliates' rights herein in a combined manner. Unless otherwise specified in this DPA, "GoTo" means the GoTo contracting entity and its Affiliates.

Signature or acceptance by the Parties of the Agreement or any Order Form constitutes signature and acceptance of the following documentation, to the extent applicable: (a) the Brazilian Standard Contractual Clauses; (b) the EU Standard Contractual Clauses; and (c) the UK Addendum to the EU Standard Contractual Clauses.

1. DEFINITIONS

As used in this DPA, the following terms have the meanings set forth below. Unless otherwise stated in this DPA, capitalized terms not defined below have the meaning given to them in the Agreement.

"**Affiliate**" means, (a) with respect to Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, and (b) with respect to GoTo, any entity that directly or indirectly controlled by GoTo Group Parent, Inc. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the share capital or voting rights of the subject entity.

"**Authorized Affiliate**" means any Customer Affiliate that is: (i) subject to Data Protection Laws; and (ii) authorized by Customer to use the Services pursuant to the Agreement between Customer and GoTo but has not signed its own Order Form with GoTo and is not otherwise a "Customer" under the Agreement.

"**Brazilian Standard Contractual Clauses**" or "**Brazilian SCCs**" means the Standard Contractual Clauses, attached to Resolution CD/ANPD No. 19/2024 promulgated by the Brazilian National Data Protection Authority (the "**Autoridade Nacional de Proteção de Dados**" or "**ANPD**"), as they may be amended from time to time.

"**CCPA**" means the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 or "CPRA" (Cal. Civ. Code § 1798.100-1798.199.100 et seq.) and its implementing regulations; as may be amended, superseded, or replaced.

"**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data.

"**Cross Border Data Transfer**" means the act of sending or sharing of Personal Data originating in one country to another country (or in the case of the European Economic Area, to a country located outside of the European Economic Area). Cross Border Data Transfers include Restricted Transfers.

"**Customer Content**" means any files, documents, recordings, chat logs, transcripts, and similar data that GoTo maintains on Customer's and/or its end-users' behalf, as well as any other information Customer or its users may upload to Customer's Service account in connection with the Services.

"**Data Protection Laws**" means all applicable data protection and privacy laws and regulations, including the laws and regulations of Brazil, the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States and its states (including but not limited to California), in each case, to the extent applicable to the Processing of Personal Data under the Agreement.

"**Data Subject**" means, as applicable: (i) the identified or identifiable person to whom Personal Data relates as defined by Data Protection Laws; and/or (ii) a "Consumer" as the term is defined in the CCPA.

"**Data Subject Request**" means a request from a Data Subject to exercise the rights in their Personal Data granted to them under Data Protection Laws, including as applicable, the rights (i) of access; (ii) of rectification; (iii) of restriction of processing; (iv) of erasure (e.g., a "right to be forgotten"); (v) of data portability; (vi) to know any first- or third-party sharing activities; (vii) to know GoTo's relevant processing activities; (viii) to review the consequences of any objections or consent withdrawals; (ix) to not be subject to automated individual decision making; and/or (x) to object to Processing.

"**EU Standard Contractual Clauses**" or "**EU SCCs**" means the standard contractual clauses attached to the European Commission's Implementing Decision (EU) 2021/914, as they may be amended from time to time.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), as may be amended, superseded, or replaced.

“GoTo” means GoTo and its Affiliates engaged in the Processing of Personal Data in connection with providing the Services to Customer.

“LGPD” means Brazil Law No. 13.709, the General Law on Protection of Personal Data, as may be amended, superseded, or replaced.

“Party” or **“Parties”** means either Customer or GoTo individually, or both entities together, respectively, and as applicable.

“Personal Data” means any Customer information received by GoTo from or on behalf of Customer under the Agreement that relates to: (i) an identified or identifiable natural person (e.g., a Data Subject or Consumer); (ii) a household under CCPA; and/or (iii) any elements that constitute personal information or a similar construct under applicable law, in each case, where such information is maintained on behalf of the Controller by the Processor within its Services environment and is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws. Notwithstanding the foregoing, to the extent that Customer information otherwise meets this definition but is excluded from the definition of personal data under Data Protection Laws, such information shall not constitute Personal Data under this DPA.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Processor” means the entity that Processes Personal Data on behalf of the Controller, including, as applicable, a “Service Provider” as the term is defined by the CCPA.

“Restricted Transfer” means a transfer of Personal Data by GoTo from the country or, in the case of the European Union, from the EEA, from which the data originate to any other jurisdiction whose laws have not been deemed adequate by the applicable regulator, where the Data Protection Law requires such a determination. A transfer of Personal Data to the United States pursuant to the EU-US Data Privacy Framework and the UK extension thereto or the Swiss-US Data Privacy Framework is not a Restricted Transfer.

“Security Incident” means any breach of GoTo’s security of which GoTo becomes aware leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data that GoTo Processes in its capacity as a Processor or sub-processor to Customer or that is Processed by GoTo’s sub-Processors.

“Sub-processor” means any Processor engaged by GoTo to assist with the fulfillment of its obligations with respect to providing the Services pursuant to the Agreement.

“Supervisory Authority” means an independent public authority established under applicable law to oversee compliance with Data Protection Laws.

“Swiss FADP” means the Swiss Federal Act on Data Protection of 25 September 2023, as may be amended, superseded, or replaced.

“Technical and Organizational Measures” or **“TOMs”** means the technical and organizational measures documentation for GoTo’s Services located on GoTo’s [Trust Center](#).

“UK Addendum” means the International Data Transfer Addendum to the EU SCCs, issued by the Information Commissioner under S119A Data Protection Act 2018, as amended from time to time.

“UK Data Protection Law” means all laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018, all as may be amended, superseded, or replaced.

2. PROCESSING OF PERSONAL DATA

2.1 Relationship of the Parties.

2.1.1 With regard to the Processing of Personal Data by GoTo on behalf of Customer, Customer is either the Controller, or a Processor that is Processing Personal Data for a third-party Controller, and GoTo is the Processor or a Sub-processor to Customer.

2.1.2 Notwithstanding Section 2.1.1, GoTo is an independent Controller of Personal Data contained in Customer Content and Service Data, where GoTo Processes it for the following purposes: (i) billing, account, Customer relationship management (marketing and account-related communications to procurement, sales, and other Customer personnel), and related Customer correspondence (communications about account related items, for example necessary updates); (ii) complying with its legal obligations; (iii) addressing support requests, complaints and inquiries; (iv) addressing and pursuing disputes and legal claims; (v) detecting and managing violations of GoTo’s [Acceptable Use Policy](#) and its [Terms of Service](#); and (vi) investigating security incidents and protecting the Service environment. GoTo will pseudonymize or aggregate Personal Data as much as possible for the following purposes: (a) maintaining, monitoring the performance of, and improving the Service (b) internal and financial reporting, revenue and planning forecasting and modeling (including product strategy), and capacity planning; and (c) receiving feedback on our Services.

2.2 Processing Details. The categories of Data Subjects, categories of Personal Data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature and purpose of Personal Data transferred and Processed, retention of Personal Data, and subject matter of the Processing are specified in [Schedule 1](#) (Processing Description) of this DPA.

3. CUSTOMER’S RESPONSIBILITIES

3.1 Compliance with Data Protection Law. When using the Services, Customer shall Process Personal Data in accordance with the provisions of Data Protection Law that apply to it and shall ensure that it has complied with any applicable notice disclosures or has

otherwise obtained appropriate authorizations to permit GoTo to Process Personal Data as contemplated under the Agreement. If Customer is a Processor to a third-party Controller, Customer warrants that its instructions and actions with respect to the Personal Data GoTo Processes under the Agreement are authorized by the relevant third-party Controller. As between the parties, Customer is solely responsible for the accuracy, quality and legality of Personal Data, and how it acquires Personal Data.

3.2 Cooperation. Customer shall provide GoTo with all information and access necessary to enable GoTo to follow Customer's instructions.

4. GOTO'S RESPONSIBILITIES

4.1 Compliance with Data Protection Laws. In Processing Personal Data under the Agreement, GoTo shall comply with the provisions of Data Protection Laws that apply to it and, where applicable, provide the same level of privacy protection to such Personal Data as required of Customer by such laws.

4.2 Processing Limitations and Customer Instructions.

4.2.1 Where GoTo is a Processor or Sub-Processor, GoTo shall only Process Customer's Personal Data on its behalf and in accordance with Customer's documented instructions, which are deemed given, for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Where GoTo acts as a Controller, GoTo will Process Customer's Personal Data for the purposes stated in Section 2.1.2.

4.2.2 GoTo will inform Customer if it expects to incur additional charges or fees not covered by the fees for Services to follow Customer's instructions, and Customer will pay for such additional Services at GoTo's then-current rates.

4.2.3 GoTo shall immediately inform Customer if, in its opinion, it believes that any instructions of Customer conflict with or violate the requirements of Data Protection Law.

4.3 Security. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, GoTo shall implement and maintain appropriate technical and organizational measures for protection of the security (including protection against a Security Incident), confidentiality, and integrity of Customer Content, as set forth in the applicable Technical and Organizational Measures document, available on GoTo's [Trust Center](#). Customer acknowledges that the TOMs are subject to progress and development, and that GoTo may update or modify the TOMs from time to time. In doing so, GoTo will not decrease or degrade the overall security of the Services.

4.4 Personnel Confidentiality and Training. GoTo personnel who are engaged in the Processing of Customer's Personal Data (i) have been informed of the confidential nature of Customer's Personal Data; (ii) are subject to written confidentiality agreements or statutory confidentiality obligations; (iii) have received appropriate training on their responsibilities, specifically pertaining to security and privacy measures; and (iv) only have access to Personal Data to the extent reasonably determined to be necessary in order to perform their obligations, responsibilities, or duties.

4.5 Data Protection Impact Assessments; Prior Consultations. GoTo shall cooperate with and provide reasonable assistance to Customer if, in connection with its use of the Services, Customer is required by Data Protection Laws to perform a privacy impact assessment, data protection impact assessment, or similar risk assessment of its Processing activities or otherwise engage in a prior consultation with a Supervisory Authority.

4.6 Data Subject Requests. If Customer receives a Data Subject Request from a Data Subject, Customer may (i) securely access Customer's account to address the request, or (ii) where Customer requires assistance from GoTo to fulfill the request, [submit a support ticket](#) to the GoTo Customer Care team with detailed instructions on the assistance needed from GoTo to fulfill the request. If GoTo receives a Data Subject Request directly from a Data Subject, GoTo will either promptly pass along the request to Customer or advise the Data Subject to contact the relevant Controller. In all cases, Customer is responsible for verifying the identity of the Data Subject and assessing the validity of the Data Subject Request. GoTo bears no responsibility for information provided in good faith to Customer in reliance on this subsection.

4.7 Security Incident Notification. GoTo shall notify Customer without undue delay of a Security Incident. GoTo shall make reasonable efforts to identify the cause of such Security Incident and take reasonable steps to remediate the cause of such a Security Incident to the extent the remediation is within GoTo's reasonable control. Additionally, GoTo shall provide Customer with relevant information about the Security Incident, as reasonably required to assist Customer's compliance with its own obligations under Data Protection Laws, such as notifying Supervisory Authorities or Data Subjects. Notification or information provided under this Section shall not be interpreted or construed as an admission of fault or liability by GoTo.

4.8 Sub-Processors.

4.8.1 Customer provides GoTo with a general authorization to engage GoTo's Affiliates and other third-party Sub-processors in connection with the provision and operation of the Services. Prior to engaging any Sub-processors, GoTo shall enter into a written agreement with each Sub-processor imposing terms that are no less protective than those imposed on GoTo in this DPA.

4.8.2 GoTo maintains a list of Sub-processors for the Service on its [Trust Center](#). If Customer would like to receive notifications from GoTo regarding the proposed appointment of new Sub-processors, Customer may subscribe to receive them [here](#). Customer may provide its written (email acceptable), good faith, reasonable objection to proposed Sub-processor

appointments within 15 days of receiving GoTo's notification. If GoTo is reasonably able to provide the Services without using the proposed Sub-processor and elects to do so in its sole discretion, Customer shall have no further rights with respect to the matter. If GoTo is otherwise unable or unwilling to make available such change within a reasonable period of time, Customer may, by providing written notice to GoTo, terminate the applicable Order Form(s) solely with respect to those Services which cannot be provided by GoTo without the use of the Sub-processor. If Customer does not timely object to a proposed Sub-processor, Customer will be deemed to have consented to the proposed Sub-processor and waived its right to object.

- 4.8.3** GoTo shall remain liable to Customer for the actions and omissions of its Sub-processors if they fail to fulfill their respective data protection obligations with regard to the relevant Processing activities under the Agreement.

5. GOTO OBLIGATIONS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

Within this Section 5, capitalized terms not defined in the DPA have the meaning given to them in the CCPA. The following provisions apply to GoTo's Processing of Personal Data as a Service Provider to the extent that the Personal Data is subject to the CCPA:

- 5.1 Obligations.** GoTo shall: (a) Process Personal Data in accordance with the requirements of the CCPA that apply to GoTo as a Service Provider to Customer, providing an appropriate level of privacy protection as required by the CCPA; (b) notify Customer if it reasonably believes that it can no longer meet its obligations under the CCPA; (c) grant Customer the right, subject to Section 6 of the DPA (Third-Party Certifications and Audits), to take reasonable and appropriate steps to ensure that GoTo's use of Personal Data collected pursuant to the Agreement is consistent with GoTo's privacy and security obligations under the Agreement and CCPA; and (d) upon Customer's request, which shall be provided to GoTo with reasonable advanced notice, cooperate with Customer to determine reasonable and appropriate steps to stop and remediate unauthorized use (i.e., use that is inconsistent with the terms of the Agreement and/or Data Protection Laws) of Customer Personal Data.
- 5.2 Prohibitions.** GoTo shall not: (a) sell or Share Customer Personal Data it collects pursuant to the Agreement with Customer; or (b) retain, use, or disclose the personal Data it collects pursuant to the Agreement (i) for any other purpose than the business purpose(s) stated in the Agreement or as otherwise permitted by the CCPA; or (ii) outside the direct business relationship between the Parties, unless expressly permitted by the CCPA.

6. THIRD-PARTY CERTIFICATIONS AND AUDITS.

- 6.1 Information and Requests.** GoTo has made available to Customer information reasonably necessary to demonstrate compliance with its obligations under this DPA and support Customer's obligations under Data Protection Law to conduct relevant cybersecurity audits. Such information, which is provided to assist Customer in meeting its security requirements, includes information about third-party certifications obtained and/or audits undertaken, including those specified in the applicable Technical and Organizational Measures available on GoTo's [Trust Center](#) or its [product support pages](#). If Customer cannot reasonably verify GoTo's compliance with this DPA based on the information provided by GoTo, Customer may request, no more than once every 12 months, that GoTo provide, on a confidential basis, reasonable written information related to its Processing of Customer Personal Data under the Agreement that GoTo generally makes available to its customer base. Customer may make this request to GoTo by contacting its account representative directly or by contacting [GoTo sales](#).
- 6.2 Regulatory Reviews.** Should Customer require information to address an inquiry from a privacy regulator under Data Protection Laws that is not available from the information identified in Section 6.1, Customer may request to perform an audit, on a confidential basis, of GoTo's procedures relevant to the protection of Personal Data under this DPA. Customer and GoTo shall mutually agree upon the scope, procedures, timing, duration, and/or reimbursable expenses (if any) of the audit before commencing the review. Customer shall: (a) promptly provide GoTo with information regarding any non-compliance discovered during an audit; and (b) use best efforts to minimize interference with GoTo's business operations when conducting any such audit.

7. DELETION AND RETURN OF CUSTOMER CONTENT

For many Services, GoTo makes features available to Customer administrators that enable them to delete or export Content. Customers may avail themselves of these features at any time. Where such features are not available, or where Customer requires additional assistance from GoTo, the following provisions apply. Following the termination or expiration of Customer's Agreement, Customer's discontinuation of the use of its GoTo account, or earlier upon Customer's written request, GoTo shall delete and make irretrievable Customer Content, including any Personal Data therein, to the extent allowed by applicable law. Automatic data retention periods shall be in accordance with the procedures and timeframes specified in the applicable Technical and Organizational Measures. Upon Customer's written request GoTo will (a) certify the deletion of Customer Content, (b) provide proof of such deletion, and (c) where permissible by applicable law (i) return to Customer or Customer's representative any Customer Content, including any Personal Data therein, retained by GoTo; or (ii) direct Customer on how to conduct a self-service data export (where available). Customer may make such requests by submitting a support ticket to the GoTo Customer Care team with detailed instructions on the assistance needed from GoTo. In all cases, GoTo's default retention periods for Content, where it acts as a Processor to Customer, are stated in the applicable Service TOMs, which are available on GoTo's [Trust Center](#).

8. GOVERNMENT REQUESTS FOR CUSTOMER PERSONAL DATA

If GoTo receives a civil or criminal subpoena, search warrant, or other official and written request that is legally binding ("Request") by a public authority ("Requesting Party") seeking disclosure of Customer's Personal Data, GoTo will handle such requests in accordance with its then-current [Government Requests Policy](#). Unless otherwise stated in our Government Requests Policy, GoTo will (a) promptly notify Customer about the Request to allow Customer to seek a protective order or other appropriate remedy if not precluded from doing so by the Request; (b) review the Request to determine whether the Request is valid and if GoTo has a legal requirement to disclose Personal Data; (c) reject or contest any request that is not valid, legally binding and lawful; and (d) challenge any overbroad or inappropriate Requests. Where Customer Personal Data

must be provided, GoTo will disclose the minimum Personal Data required to satisfy the Request and seek assurances that Customer's Personal Data is afforded confidential treatment by the Requestor.

9. CROSS BORDER DATA TRANSFERS

GoTo operates on a global basis and may engage in Cross Border Data Transfers to its Sub-processors and/or Affiliates to provide its Services. Some jurisdictions require that parties to a contract adopt safeguards that apply to such transfers. This Section describes the safeguards that the Parties have agreed govern such transfers under the Agreement.

9.1 APEC Privacy Recognition for Processors. GoTo has obtained the Asia-Pacific Economic Cooperation ("APEC") Privacy Recognition for Processors ("PRP") certification and shall Process Personal Data, where applicable, in accordance with the obligations and responsibilities of a Processor under the APEC Privacy Framework.

9.2 Regional Terms. Additional terms related to Cross Border Data Transfers of Personal Data subject to the LGPD, the GDPR, UK Data Protection Law, and the Swiss FADP, are set forth in [Schedule 2](#) (Regional Transfer Terms), which is incorporated into this DPA by reference.

10. LIMITATION OF LIABILITY

Each Party's liability, including the liability of all of its Affiliates, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and GoTo, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference to the liability of a Party means the total liability of that Party and all of its Affiliates under the Agreement.

11. HIPAA

GoTo's [BAA](#) is incorporated by reference into this DPA and applies solely to the extent that (a) Customer is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191 (1996)), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5 (2009)) and its applicable implementing regulations (collectively, "HIPAA") and (b) the Personal Data Processed by GoTo under the Agreement constitutes "Protected Health Information", as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103).

12. LEGAL EFFECT AND CONFLICT

To the extent permitted by law, this DPA supersedes all prior DPAs and similar agreements in their entirety. In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of (a) the DPA and (b) the Brazilian Standard Contractual Clauses, the EU Standard Contractual Clauses, or the UK Addendum, as applicable, the latter shall control to the extent of the conflict.

List of Schedules:

[Schedule 1: Processing Description](#)

[Schedule 2: Regional Transfer Terms](#)

SCHEDULE 1 – PROCESSING DESCRIPTION

Categories of Data Subjects

Customer Content

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users (who are natural persons) authorized by Customer to use the Services, including webinar or meeting invitees and attendees, individuals who place or receive calls, and individuals to whom you provide support

Service Data

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users (who are natural persons) authorized by Customer to use the Services, including webinar or meeting invitees and attendees, individuals who place or receive calls, and individuals to whom you provide support

Categories of Personal Data Processed

Customer Content

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Contact information such as first and last name, email, phone, fax, and physical business address
- Technical Information such as Device identification data and traffic data (e.g., MAC addresses, web logs, IP address, etc.), username and password data
- Professional or employment-related information such as Job Title, Current/former employer, location, usage metrics, school affiliation, and similar information
- Audio and video content and photographs, such as still and video recordings and voice recordings and transcripts
- Personal life data
- Preferences, such as contact mode and time preferences and calendar availability, language preferences

Service Data

GoTo may collect and further Process Personal Data contained in Service Data, which may include, but is not limited to the following categories of Personal Data:

- Contact information such as first and last name, email, phone, fax, and physical business address, such as shipping address
- Commercial and Financial Information such as services purchased or considered, purchasing or consuming histories or tendencies, including information needed to facilitate transactions with GoTo, including payment transactions, information related to feedback on GoTo products and services, such as survey of focus group data, information about GoTo events attended or information received
- Technical Information such as device identification data and traffic data (e.g., MAC addresses, web logs, IP address, etc.), user name and password data, data used to trace and identify the source and destination of a communication, such as individual data subjects' telephone numbers, data on the location of the device generated in the context of providing the Services, the routing, date, time, duration, type and other circumstances of communication, data provided by the channels used by the Customer to communicate with their customers, data about Customer communications with GoTo (such as inquiries and support requests), and other similar information.
- Professional or employment-related information such as job title, current/former employer, location, usage metrics, school affiliation, and similar information
- Audio and video content and photographs, such as still and video recordings and voice recordings and transcripts, such as the content of support calls or customer project meetings
- Preferences, such as contact mode and time preferences and calendar availability, language preferences
- Support data such as inquiries, requests, troubleshooting logs, and similar information

Sensitive Personal Data Processed (If Applicable)

The Parties do not anticipate that any sensitive data will be Processed. However, it is possible for the Customer to choose to submit sensitive data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and for which relevant safeguards are specified in [Schedule 2](#) herein.

Nature and Purpose of Personal Data Processing

GoTo collects, records, organizes, structures, stores, adapts or alter, retrieves, consults, uses, discloses by transmission or disseminations, or otherwise makes available, aligns, or combines, restricts, erases and destroys Personal Data while providing Services as a Processor or when Processing Personal Data as a Controller. The purposes for which GoTo Processes Personal Data are as follows:

- **GoTo as Independent Controller.** As noted in Section 2.1.2 of the DPA, GoTo is an independent Controller of Personal Data contained in Customer Content and Service Data where GoTo Processes it for the following purposes: (i) billing, account, Customer relationship management (marketing and account-related communications to procurement, sales, and other Customer personnel), and related Customer correspondence (communications about account related items, for example necessary updates); (ii) complying with its legal obligations; (iii) addressing support requests, complaints and inquiries; (iv) addressing and pursuing disputes and legal claims; (v) detecting and managing violations of GoTo's [Acceptable Use Policy](#) and the Agreement; and (vi) investigating security incidents and protecting the Service environment. GoTo will pseudonymize or aggregate Personal Data as much as possible for the following purposes: (a) maintaining, monitoring the performance of, and improving the Service (b) internal and financial reporting, revenue and planning forecasting and modeling (including product strategy), and capacity planning; and (c) receiving feedback on our Services. The GoTo Contracting Entity is the relevant independent Controller. Where GoTo is an independent Controller, it Processes Personal Data in accordance with its [Privacy Policy](#).
- **GoTo as Processor.** GoTo will Process Personal Data, in its capacity as a Processor or Sub-Processor, and engage Sub-processors, as necessary to perform and operate the Services pursuant to the Agreement, as further specified in the applicable Technical and Organizational Measures documentation and list of Approved Sub-Processors, both available [here](#), and to the extent further instructed by Customer through its use of the Services.

Retention of Personal Data

- **GoTo as Independent Controller.** As noted in our [Privacy Policy](#), we retain Personal Data for no longer than needed for the business purpose for which it was collected or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.
- **GoTo as Processor.** GoTo will Process and retain Personal Data, in its capacity as a Processor, for the duration of the Agreement (unless otherwise and/or as further specified in the [Technical and Organizational Measures](#)), unless otherwise agreed upon in writing or required or permitted by applicable law.

Subject Matter, Nature, and Duration of the Processing Performed by Sub-Processors

- **GoTo as Independent Controller.** As noted in Section 2.1.2 of the DPA, GoTo is an independent Controller of Personal Data contained in Customer Content and Service Data where GoTo Processes it for the following purposes: (i) billing, account, Customer relationship management (marketing and account-related communications to procurement, sales, and other Customer personnel), and related Customer correspondence (communications about account related items, for example necessary updates); (ii) complying with its legal obligations; (iii) addressing support requests, complaints and inquiries; (iv) addressing and pursuing disputes and legal claims; (v) detecting and managing violations of GoTo's [Acceptable Use Policy](#) and its terms of service; and (vi) investigating security incidents and protecting the Service environment. GoTo will pseudonymize or aggregate Personal Data as much as possible for the following purposes: (a) maintaining, monitoring the performance of, and improving the Service (b) internal and financial reporting, revenue and planning forecasting and modeling (including product strategy), and capacity planning; and (c) receiving feedback on our Services. The GoTo Contracting Entity is the relevant independent Controller. Where GoTo is an independent Controller, it Processes Personal Data in accordance with its [Privacy Policy](#). GoTo may engage Processors to assist it in performing the foregoing tasks.
- **GoTo as Processor.** GoTo provides, directly and through its Sub-processors, a portfolio of cloud-based communication and collaboration, customer engagement, and support solutions. The objective and subject of the Processing of Personal Data by GoTo, as a Processor, is servicing Customer and providing, supporting, and operating the provision of the Services.

SCHEDULE 2 – REGIONAL TRANSFER TERMS

The following provisions shall apply to the extent that GoTo Processes Personal Data that is subject to the following Data Protection Laws.

A. LGPD CROSS BORDER DATA TRANSFERS

1. The terms and conditions contained in this Schedule 2, Part A, apply solely to the extent that the Personal Data Processed under this Agreement by GoTo is subject to LGPD.
2. GoTo shall (a) provide its Services under the express obligations imposed by the LGPD on a Data Processor for the benefit of a Data Controller; and (b) as required under Articles 33 through 36 of the LGPD, undertake Restricted Transfers of Personal Data on the basis of the Brazilian Standard Contractual Clauses.
3. Where the Brazilian SCCs apply, they shall be constructed as follows:

a. Where Customer is the Controller and GoTo is a Processor

- i. Clause 1.1 is completed as follows:

Exporter (Controller)
Name: See Agreement or Order Form
Qualification: See Agreement or Order Form
Main Address: See Agreement or Order Form
Email Address: See Agreement or Order Form
Contact for Data Subject: See Agreement or Order Form
Other Information: NA
AND
Importer (Processor)
Name: GoTo Technologies USA LLC, on behalf of itself and its applicable Affiliates
Qualification: 5984112 (DE)
Main Address: 333 Summer Street, 5 th Floor, Boston, MA 02210
Email Address: privacy@goto.com
Contact for Data Subject: NA
Other Information: NA

- ii. Clause 2.1 is completed as follows:

Purpose of the Data Transfer: To enable GoTo to provide Services to Customer under the Agreement.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Storage Period: See relevant TOMs in the Trust Center .
Other Information: NA

- iii. Clause 3.1, Option B is included and is completed as follows:

Main purposes of the international data transfer: See DPA Section 2.1.2.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Retention Period: Data retention period may vary depending on the specific purpose but for no longer than needed for the business purposes for which it was collected. Personal data processed in the context of a contract may be retained by for the term of the contract and for a reasonable time afterwards as might be required to determine and settle any related claims or as otherwise required by law.
Other Information: See Trust Center for a current list of Sub-processors. The parties agree to follow the process for identification of new Sub-processors specified in Section 4.8 of the DPA. This process is designed to support and implement the requirements of Clauses 3.1 and 18 of the Brazilian Standard Contractual Clauses.

- iv. Clauses 4.1 – 4.2 Option A, applies. Clause 4.1 is completed as follows:

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below shall be primarily responsible for complying with the following obligations set forth in these Clauses:

a) Responsible for publishing the document provided in Clause 14:

☒ Exporter ☐ Importer

b) Responsible for responding to requests from Data Subjects dealt with in Clause 15:

☒ Exporter ☐ Importer

c) Responsible for notifying the security incident provided in Clause 16:

☒ Exporter ☐ Importer

- v. Section III is completed as follows: See relevant TOMs in the [Trust Center](#).
- vi. Section IV is completed as follows: The parties agree that the limitation of liability provisions stated in the Agreement shall control the parties' respective liability to each other under Clause 17 of these Brazilian Standard Contractual Clauses.

b. Where Customer is a Processor and GoTo is a Sub-processor

- i. Clause 1.1 is completed as follows:

Exporter (Processor)
Name: See Agreement or Order Form
Qualification: See Agreement or Order Form
Main Address: See Agreement or Order Form
Email Address: See Agreement or Order Form
Contact for Data Subject: See Agreement or Order Form
Other Information: NA
AND
Importer (Processor)
Name: GoTo Technologies USA LLC, on behalf of itself and its applicable Affiliates
Qualification: 5984112 (DE)
Main Address: 333 Summer Street, 5 th Floor, Boston, MA 02210
Email Address: privacy@goto.com
Contact for Data Subject: NA
Other Information: NA
Name – See Agreement or Order Form

- ii. Clause 2.1 is completed as follows:

Purpose of the Data Transfer: To enable GoTo to provide Services to Customer under the Agreement.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Storage Period: See relevant TOMs in the Trust Center
Other Information: NA

- iii. Clause 3.1, Option B is included and is completed as follows:

Main purposes of the international data transfer: See DPA Section 2.1.2.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Retention Period: Data retention period may vary depending on the specific purpose but for no longer than needed for the business purposes for which it was collected. Personal data processed in the context of a contract may be retained by for the term of the contract and for a reasonable time afterwards as might be required to determine and settle any related claims or as otherwise required by law.
Other Information: See Trust Center for a current list of Sub-processors. The parties agree to follow the process for identification of new Sub-processors specified in Section 4.8 of the DPA. This process is designed to support and implement the requirements of Clauses 3.1 and 18 of the Brazilian Standard Contractual Clauses.

- iv. Clauses 4.1 - 4.8, Option B is included. Clause 4.1 is completed as follows:

4.1 Considering that both Parties act exclusively as Processors within the scope of the International Data Transfer governed by these Clauses, the Exporter declares and guarantees that the transfer is carried out with the authorization and in accordance with the written instructions provided by the Third-Party Controller

Identification of the Third-party Controller: See contact information contained in Customer's engagements with its customers.
Name:
Address:
E mail address:
Legal representative:
Contact for the Data Subject:
Purpose of the data transfer:
Conditions for the transfer:
Other information:
Information on the related contract:

- v. Section III is completed as follows: See relevant TOMs in the [Trust Center](#).
- vi. Section IV is completed as follows:
 - a. The parties agree that the limitation of liability provisions stated in the Agreement shall control the parties' respective liability to each other under Clause 17 of these Brazilian Standard Contractual Clauses.
 - b. By signing the Agreement, the Exporter warrants that it has been provided the authority to execute these Brazilian Standard Contractual Clauses for and on behalf of the Third-Party Controller. The Exporter shall execute all documents and take all actions reasonably requested by GoTo to demonstrate compliance with this provision.

c. Where Customer and GoTo are Independent Controllers

- i. Clause 1.1 shall be completed as follows:

Exporter (Controller)
Name: See Agreement or Order Form
Qualification: See Agreement or Order Form
Main Address: See Agreement or Order Form
Email Address: See Agreement or Order Form
Contact for Data Subject: See Agreement or Order Form
Other Information: NA
AND
Importer (Controller)
Name: GoTo Technologies USA LLC, on behalf of itself and its applicable Affiliates
Qualification: 5984112 (DE)
Main Address: 333 Summer Street, 5 th Floor, Boston, MA 02210
Email Address: privacy@goto.com
Contact for Data Subject: privacy@goto.com
Other Information: GoTo Processes Personal Data for which it is a Controller in accordance with its privacy policy, available at https://www.goto.com/company/legal/privacy

- ii. Clause 2.1 is completed as follows:

Purpose of the Data Transfer: See DPA Section 2.1.2.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Storage Period: See relevant TOMs in the Trust Center
Other Information: NA

- iii. Clause 3.1, Option B is included and is completed as follows:

Main purposes of the international data transfer: See DPA Section 2.1.2.
Categories of Personal Data Transferred: See Schedule 1 (Processing Description)
Data Retention Period: Data retention period may vary depending on the specific purpose but for no longer than needed for the business purposes for which it was collected or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Personal data processed in the context of a contract may be retained by for the term of the contract and for a reasonable time afterwards as might be required to determine and settle any related claims or as otherwise required by law. Where Processing of Personal Data is based on legitimate interests or compliance with legal obligations, it will be deleted as soon as the applicable underlying purpose has expired.
Other Information: NA

- iv. Clauses 4.1 – 4.2 Option A, applies. Clause 4.1 is completed as follows:

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below shall be primarily responsible for complying with the following obligations set forth in these Clauses

a) Responsible for publishing the document provided in Clause 14:

☒ Exporter ☒ Importer

b) Responsible for responding to requests from Data Subjects dealt with in Clause 15:

☒ Exporter ☐ Importer

c) Responsible for notifying the security incident provided in Clause 16:

☒ Exporter ☐ Importer

- v. The parties shall complete Section III follows: Refer to relevant TOMs in the [Trust Center](#).
- vi. The parties shall complete Section IV as follows: The parties agree that the limitation of liability provisions stated in the Agreement shall control the parties' respective liability to each other under Clause 17 of these Brazilian Standard Contractual Clauses.

- d. **EU SCCs.** Following the Effective Date, if the ANPD approves the use of the EU SCCs as a transfer mechanism for Restricted Transfers that are subject to the LGPD, then the Brazilian SCCs shall be deleted in their entirety, and the EU SCCs shall apply,

structured as specified in Section (B) below with the following modifications: (a) all references to “Regulation (EU) 2016/679” in the EU Standard Contractual Clauses shall be interpreted to refer to the LGPD; (b) all references to “EU,” “Union,” and “Member State” shall be interpreted to refer to Brazil; and (c) All references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the ANPD and the “competent Brazilian courts”, respectively.

B. GDPR CROSS BORDER DATA TRANSFERS

1. **Scope of Section.** The terms and conditions contained in this Schedule 2, Part B apply solely to the extent that the Personal Data Processed under this Agreement by GoTo is subject to the GDPR
2. **Compliance with GDPR.** Each party shall undertake its Processing activities in accordance with the requirements of the GDPR that apply to them.
3. **EU-US Data Privacy Framework.** Certain GoTo entities have certified their compliance with the EU-US Data Privacy Framework. Cross Border Data Transfers from the EU to the United States of America that are covered by the scope of GoTo’s certification are made pursuant to such Framework.
4. **EU Standard Contractual Clauses.** To the extent that (a) Cross Border Data Transfers to or from the EU are not subject to the EU-US Data Privacy Framework and otherwise constitute a Restricted Transfer, or (b) Cross Border Data Transfers to United States covered by the EU-US Data privacy Framework become Restricted Transfers because (i) the EU-US Data Privacy Framework is subsequently invalidated, or (ii) GoTo’s participation in the EU-US Data Privacy Framework ceases for any reason, the EU SCCs shall apply to the applicable Cross Border Data Transfer. The EU SCCs are incorporated by reference into this DPA and shall be structured as follows:

a. Where Customer is the Controller of Personal Data, and GoTo is a Processor:

- i. Module Two (Controller to Processor) applies and Modules One, Three, and Four are deleted in their entirety;
- ii. Clause 7 is included; provided, however, that with respect to Customer, the entity acceding to the SCCs must be an Authorized Affiliate;
- iii. Clause 9, Option 2 applies (and the Parties shall utilize the process detailed in Section 4.8 of the DPA to fulfill GoTo’s obligation to provide Customer with the information necessary to enable it to exercise its right to object);
- iv. Clause 11, the optional independent dispute resolution is included. The body that GoTo makes available to Data Subjects at no cost is TrustArc, a third-party privacy firm, at <https://feedback-form.truste.com/watchdog/request>;
- v. Clause 17, Option 1 applies. The EU SCCs are governed by Irish law;
- vi. In Clause 18(b), disputes shall be resolved before the courts of Ireland; and
- vii. the Annexes of the EU SCCs shall be populated with the information set out in Schedule 2-1, which is incorporated by reference herein.

b. Where Customer is a Processor of Personal Data, and GoTo is a Sub-processor:

- i. Module Three (Processor to Sub-Processor) applies, and Modules One, Two, and Four are deleted in their entirety;
- ii. Clause 7 is included; provided, however, that with respect to Customer, the entity acceding to the EU SCCs must be an Authorized Affiliate;
- iii. Clause 9, Option 2 applies (as detailed in Section 5 of this DPA);
- iv. Clause 11, the optional independent dispute resolution body is included. The body that GoTo makes available to Data Subjects at no cost is TrustArc, a third-party privacy firm, at <https://feedback-form.truste.com/watchdog/request>;
- v. Clause 17, Option 1 applies, and the Standard Contractual Clauses shall be governed by Irish law;
- vi. (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland; and
- vii. (vii) the Annexes of the EU SCCs shall be populated with the information set out in Schedule 2-1, which is incorporated by reference herein.

c. Where Customer and GoTo are Independent Controllers of Personal Data:

- i. Module One (Controller to Controller) applies, and Modules Two, Three, and Four are deleted in their entirety;
- ii. Clause 7 is included; provided, however, that with respect to Customer, the entity acceding to the EU SCCs must be an Affiliate or Authorized Affiliate approved by GoTo;
- iii. Clause 11 is included. The optional independent dispute resolution body that GoTo makes available to Data Subjects at no cost is provided through TrustArc, a third-party privacy firm, at <https://feedback-form.truste.com/watchdog/request>;
- iv. Clause 17, Option 1 applies. The EU SCCs shall be governed by Irish law;
- v. In Clause 18(b), disputes shall be resolved before the courts of Ireland; and
- vi. The Annexes of the EU SCCs shall be populated with the information set out in Schedule 2-1, which is incorporated by reference herein.

C. UK CROSS BORDER DATA TRANSFERS

1. **Scope of Section.** The terms and conditions contained in this Schedule 2, Part C apply solely to the extent that the Personal Data

Processed under this Agreement by GoTo is subject to the UK Data Protection Law.

2. **Compliance with UK Data Protection Law.** Each party shall undertake its Processing activities in accordance with the requirements of UK Data Protection Law that apply to them.

3. **UK Extension to the EU-US Data Privacy Framework.** Certain GoTo entities have certified their compliance with the UK Extension to the EU-US Data Privacy Framework. Cross Border Data Transfers from the UK to the United States of America that are covered by the scope of GoTo's certification are made pursuant to such Framework.

4. **UK Addendum.** To the extent that (a) Cross Border Data Transfers to or from the UK are not subject to the UK Extension to the EU-US Data Privacy Framework and otherwise constitute a Restricted Transfer, or (b) Cross Border Data Transfers to the United States covered by the UK Extension to the EU Data privacy Framework become Restricted Transfers because (i) the UK Extension to the EU-US Data Privacy Framework is subsequently invalidated, or (ii) GoTo's participation in the UK Extension to the EU-US Data Privacy Framework ceases for any reason, the UK Addendum shall apply to the applicable Cross Border Data Transfer. The UK Addendum is incorporated by reference into this DPA, and the tables are completed as set forth in Schedule 2-2.

D. SWISS CROSS BORDER DATA TRANSFERS

1. **Scope of Section.** The terms and conditions contained in this Schedule 2, Part D apply solely to the extent that the Personal Data Processed under this Agreement by GoTo is subject to the Swiss FADP.

2. **Compliance with the Swiss FADP.** Each party shall undertake its Processing activities in accordance with the requirements of the Swiss FADP that apply to them.

3. **Swiss-US Data Privacy Framework.** Certain GoTo entities have certified their compliance with the Swiss-US Data Privacy Framework. Cross Border Data Transfers from the Switzerland to the United States of America that are covered by the scope of GoTo's certification are made pursuant to such framework.

4. **EU SCCs.** To the extent that (a) Cross Border Data Transfers to or from Switzerland are not subject to the Swiss-US Data Privacy Framework and constitute a Restricted Transfer, or (b) should transfers to United States covered by the Swiss-US Data privacy Framework become Restricted Transfers because (i) the Swiss-US Data Privacy Framework is subsequently invalidated, or (ii) GoTo's participation in the Swiss-US Data Privacy Framework ceases for any reason, the EU Standard Contractual Clauses completed as part of this DPA shall apply to the applicable Cross Border Data Transfer. The EU Standard Contractual Clauses shall be structured as specified in Section (B) above, with the following modifications: (a) all references to "Regulation (EU) 2016/679" in the EU Standard Contractual Clauses shall be interpreted to refer to the Swiss FADP; (b) all references to "EU," "Union," and "Member State" shall be interpreted to refer to Switzerland; and (c) All references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the "Swiss Federal Data Protection and Information Commissioner" and the "competent Swiss courts", respectively.

SCHEDULE 2-1 – APPENDICES TO EU SCCs

ANNEX I (MODULES ONE, TWO AND THREE)

A. LIST OF PARTIES

Data exporter(s):

1. Name: See Customer legal name specified in the Agreement or Order Form.

Address: See Customer address specified in the Agreement or Order Form.

Contact Details: Customer's primary contact, position, and details as identified on the relevant order documentation or Order Form, as applicable.

Activities relevant to the data transferred under these Clauses: Data Exporter procures Data Importer's Services in the fields of cloud-based unified communication and collaboration, customer engagement, and support solutions.

Signature and date: The EU SCCs, including the Annexes, are deemed signed by Data Exporter's signature on the Agreement or Order Form, as applicable. The date of signature is deemed to be the Effective Date

Role: The Data Exporter's role is as set forth in Section 2 (Relationship of the Parties) of the DPA.

Data importer(s):

1. Name: GoTo Technologies USA LLC, on behalf of itself and the applicable GoTo Affiliate

Address: c/o/ Legal Department, 333 Summer Street, 5th Floor, Boston, MA 02210

Contact details: privacy@goto.com.

Activities relevant to the data transferred under these Clauses: GoTo provides a portfolio of cloud-based unified communication and collaboration, customer engagement, and support solutions. The activities relevant to and/or the objective and subject of the Processing of Personal Data by GoTo, as a Processor, is servicing Customer and providing, supporting, and operating the provision of the Services.

Signature and date: The EU SCCs, including the Annexes, are deemed signed by Data Importer's signature on the Agreement or Order Form, as applicable. The date of signature is deemed to be the Effective Date.

Role: The Data Importer's role is as set forth in Section 2 (Relationship of the Parties) of the DPA.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Refer to TOMs.

Categories of personal data transferred: Refer to the relevant TOMs in the [Trust Center](#).

Sensitive data: Refer to the relevant TOMs in the [Trust Center](#).

The frequency of the transfer: Continuous over the course of the Agreement through the expiration of the retention period.

Nature of the processing: Refer to the relevant TOMs in the [Trust Center](#).

Purpose(s) of the data transfer and further processing: Refer to the relevant TOMs in the [Trust Center](#).

The period for which the personal data will be retained: Refer to the relevant TOMs in the [Trust Center](#).

For transfers to (sub-) processors, the subject matter, nature and duration of the processing is set forth in the Sub-processors List (refer to Section 4.8 and the relevant Sub-Processor Disclosures in the [Trust Center](#)).

C. COMPETENT SUPERVISORY AUTHORITY (MODULES ONE, TWO AND THREE)

Identify the competent supervisory authority/ies: The Information Commissioner of the Republic of Ireland is the competent Supervisory Authority.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA (MODULES ONE, TWO AND THREE)

See the relevant TOMs in the [Trust Center](#). The data importer may update its security document from time to time provided that there is no degradation to the security and/or privacy of the services.

ANNEX III – LIST OF SUB-PROCESSORS (MODULES TWO AND THREE)

See the relevant Sub-Processor Disclosures in the [Trust Center](#).

SCHEDULE 2-2 – UK Addendum

Table 1

Start Date	The Effective Date	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' Details	Full Legal Name: See Agreement or Order Form Trading Name if Different Main address: See Agreement or Order Form Official Registration No:	Full Legal Name: GoTo Technologies USA, LLC on behalf of itself and its applicable Affiliates Trading Name if Different: NA Main address: 333 Summer Street, 5 th Floor, Boston, MA 02210 Official Registration No: 5984112 (DE)
Key Contact	Full Name (Optional): NA Job Title: See Agreement or Order Form Contact details including email: See Agreement or Order Form	Full Name (Optional): NA Job Title: Privacy Team Contact details including email: privacy@goto.com
Signature (if required for the purposes of Section 2)	Signature or acceptance by Customer and GoTo of the Agreement or any Order Form constitutes signature and acceptance of the UK Addendum.	Signature or acceptance by Customer and GoTo of the Agreement or any Order Form constitutes signature and acceptance of the UK Addendum.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information Date: Reference (if any): Other identifier (if any): OR ☒ The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in Operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9(a) Time Period	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	Yes	Yes	Yes, the optional independent dispute resolution body that GoTo makes available to Data Subjects at no cost is provided through TrustArc, a third-party privacy firm, at https://feedback-form.truste.com/watchdog/request			
2	Yes	Yes	Yes, the optional independent dispute resolution body that GoTo makes available to Data Subjects at no cost is provided through TrustArc, a third-party privacy firm, at https://feedback-form.truste.com/watchdog/request	General	See DPA, Section 8.2	
3	Yes	Yes	Yes, the optional independent dispute resolution body that GoTo makes available to Data Subjects at no cost is provided through TrustArc, a third-party privacy firm, at https://feedback-form.truste.com/watchdog/request	General	See DPA, Section 8.2	
4	No	NA	NA			NA

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:	See above
Annex 1B: Description of Transfer:	See Schedule 1 to the DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See the relevant TOMs in the Trust Center
Annex III: List of Sub processors (Modules 2 and 3 only):	See the relevant Sub-Processor Disclosures in the Trust Center

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum Changes	Which Parties may end this Addendum as set out in Section 19: ☒ Importer ☒ Exporter ☐ neither Party
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EXHIBIT F

GoTo Terms of Use for Artificial Intelligence Features

Last modified December 20, 2024

These GoTo Terms of Use for Artificial Intelligence Features (“GoTo AI Terms”), are incorporated into and form a part of, GoTo’s Terms of Service. They govern your use of artificial intelligence, machine learning, or similar technologies (“AI Technology”) which are developed and managed by third parties (each a “Third-Party Provider”) and made available within AI-enabled features of the GoTo Services (“AI-Enabled Features”). If you do not agree to these GoTo AI Terms, disable or do not access or use the AI-Enabled Features. All capitalized terms not defined herein are defined in the GoTo Terms of Service.

Your use of the AI-Enabled Features is completely optional and you can disable the AI-Enabled Features, unless otherwise specified in the relevant Service Descriptions. Where the AI-Enabled Features cannot be disabled, you and your users can choose not to use them. When you and your users use the AI-Enabled Features, that constitutes your instruction to and authorization for GoTo to transmit the relevant data to the applicable Third-Party Provider.

Ownership of Inputs and Outputs. GoTo AI-Enabled Features may provide output to you (“Output”) based on information that you provide to GoTo’s Service (“Input”). Your Inputs and the Outputs based on your Input are owned by you and form part of your Content. GoTo retains all ownership of the AI algorithm.

Third-Party Providers. Where Inputs and Outputs are processed by a Third-Party Provider as part of the AI-Enabled Features, those Inputs and Outputs may be retained temporarily by the Third-Party Provider as part of the operation of their service. However, GoTo shall contractually restrict any Third-Party Provider from using Inputs and Outputs for: (i) training or improving its large language models, and/or (ii) general use beyond the use required to provide and maintain the AI-Enabled Features or as otherwise set out in these AI Terms.

Accuracy. GoTo is not responsible for the quality, accuracy, reliability, effectiveness, safety, legality or security of AI-generated output. You acknowledge that GoTo’s Services and the AI-Enabled Features are not intended to receive or process meaningful works of authorship, and the AI Technology may generate the same or similar output for other users. Further, AI Technology is subject to inherent limitations and biases, and Outputs are recommendations to be taken under advisement by you. Accordingly, you must independently review, verify and decide upon all Outputs, and you should not rely upon them for decision-making without human oversight.

Use Parameters and Restrictions. You are solely responsible for your use of all AI Technology, including your users’ use of the AI-Enabled Features; your Inputs; your users’

review of all Output; and your use of AI-Enabled Features and the AI Technology in compliance with all applicable laws, including data protection laws, including your obligation to provide adequate notice and obtain consent where required.

You may use the AI-Enabled Features solely for your business purposes in accordance with these GoTo AI Terms and all applicable laws and regulations. You are expressly prohibited from: (i) representing that Outputs are human-generated; (ii) using the AI-Enabled Features for any purpose that is illegal, harmful, unethical, or violates the rights of others; (iii) attempting to disrupt, disable, or overburden the AI-Enabled AI Features or any associated GoTo infrastructure; (iv) unauthorized access or downloading of others' confidential information; (iv) attempting to reverse engineer, decompile, disassemble, or otherwise modify the AI-Enabled Features or its underlying code or create a similar or competing product or service; and/or (v) sharing your access credentials or enabling unauthorized access to the AI-Enabled Features. GoTo reserves the right to take appropriate action, including suspension or termination of your account, if you violate these GoTo AI Terms and Conditions.

Disclaimers. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE TERMS OF SERVICE, EXCEPT WHERE PROHIBITED BY LAW, ALL AI-ENABLED FEATURES ARE OFFERED "AS-IS" AND ON AN "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR PURPOSE AND MERCHANTABILITY. WHEN IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW. THE APPLICABLE PROVISIONS OF THE TERMS OF SERVICE WILL GOVERN EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND LIMITATION OF LIABILITY WITH REGARD TO YOUR USE OF AI-ENABLED FEATURES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOTO SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM YOUR USE OF THE AI-ENABLED FEATURES OR ANY THIRD-PARTY PROVIDER'S AI TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT YOUR INTELLECTUAL PROPERTY HAS BEEN INFRINGED BY A THIRD-PARTY'S USE OF DATA THAT YOU INPUT INTO THE AI-ENABLED FEATURES. IN ADDITION, YOU AGREE TO INDEMNIFY AND HOLD GOTO AND ITS LICENSORS AND SUPPLIERS (INCLUDING THE THIRD-PARTY PROVIDERS) HARMLESS AND PAY ALL COSTS AND DAMAGES ARISING FROM ANY AND ALL CLAIMS AND DEMANDS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE AI-ENABLED FEATURES.