



STAFF MEMO:
FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Ashley Smith, IT Director
DATE: Submitted on August 10, 2023 for the August 21, 2023 Regular City Council Meeting

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Ashley Smith
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AGENDA ITEM: Approval of MSA between GoTo Communications, Inc. and the City of Milton for hosted VOIP Phone Services

PROJECT DESCRIPTION

This is an MSA and Service Contract for hosted Voice Over IP Phone Services for the City. It conducted a competitive bid process for a hosted VOIP solution and services and selected GoTo Communications and Vertical Communications as the vendor of choice. Vertical Communications is the integrator for the project providing installation services and on-going support. GoTo Communications is the software vendor and hosting/service provider. The project will encompass the full deployment of the GoTo VOIP platform, hardware configuration (handsets and conference phones), Microsoft Teams integration setup, and end user/administrator training. This system will be replacing the current on-premises Shortel system that is end-of-life by the vendor.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: 100-1535-523850106
Recurring Monthly Total: \$2,877.45
Annual Total: \$34,529.40

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – August 10, 2023
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – July 26, 2023
Concurrent Review: Steven Krokoff, City Manager
Attachments: Master Services Agreement with Addendum

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Karen Ellis
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DocuSigned by:
Steven Krokoff
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TERMS OF SERVICE

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>; (iv) the country-specific "**Regional Supplement**" available at <https://www.goto.com/company/legal/regional-supplement>, 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**”).

1. **ACCESS AND USE OF THE SERVICES.**

1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price, and offer our Services as posted on our websites, your Order, or the Service Descriptions (“**Use Levels**”). You may use our Services only as permitted in these Terms, and you acknowledge our Privacy Policy at <https://www.goto.com/company/legal/privacy>, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. “**Service(s)**” means our software-as-a-service offerings and our audio services (including any related hardware, which are offered by GoTo Technologies Ireland Unlimited Company, GoTo Audio, LLC, Grasshopper Group LLC, or GoTo Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms. You understand that your personal data may be processed in connection with your use of our Services, software, and websites which are provided via equipment and resources located in the United States and other locations throughout the world.

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

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

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

2.1.1. COVID-19 Emergency Kit Services. Any subscriptions to Services labeled as “COVID-19 Emergency Kit” are for use across your organization during the contract term listed in the Order for such subscriptions and will

automatically terminate thereafter or, if you have active subscriptions for the Services being purchased, on the earlier of the contract term set forth in the Order or the expiration of your underlying paid subscription term. If you have active subscriptions for the Services being purchased, the COVID-19 Emergency Kit subscriptions are subject to your existing contract with GoTo and do not change the terms of any previously purchased services. You may choose to purchase any of the COVID-19 Emergency Kit subscriptions under a separate order, but you are under no obligation to do so.

2.2. Fees and Payment. You agree to pay all applicable, undisputed fees for the Services on the terms set forth in this Agreement or your invoice. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services, 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. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion.

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

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

3. **TERM AND TERMINATION.**

3.1. **Term.** The initial term commitment for your purchase of Services will be as specified on an Order (“**Initial Term**”) and begins on the Effective Date. After the Initial Term, the Services will, unless otherwise specified in the [Service Description](#) for a particular Service, automatically renew for additional 12-month periods (“**Renewal Terms**”), unless either party provides notice of non-renewal at least 30 days before the current term expires. You may provide notice of non-renewal for each Service you do not wish to renew <https://support.goto.com/>. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

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

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

unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

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

4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. “**Content**” means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users’ behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

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

4.3. **Your Accounts.** You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all

usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. 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 [4.3](#), 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 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. ADDITIONAL TERMS.

9.1. Free Services and Trials. Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis (“**Trial Period**”), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide

the Services “AS IS” and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

9.2. **Third Party Services.**

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

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

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

9.4. **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>.

9.5. **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.

9.6. **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.

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

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

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

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

9.11. **Regional Terms.** If you are located in regions outside the United States and are purchasing our GoToConnect Services, additional terms specific to your region (as set forth in our Regional Supplement at

<https://www.goto.com/company/legal/regional-supplement>) shall apply to your use of the Services and shall be considered part of these Terms.

9.12. **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. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.goto.com/company/legal/terms-and-conditions>. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms.

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

9.14. **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>.



COMPANY

RESOURCES

PRODUCTS

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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	GoTo Assist	LastPass Business
Messenger	GoTo Assist Corporate	LastPass SSO
GoTo Room	GoTo Assist Remote Support	LastPass MFA
GoTo Webinar	GoTo Assist Service Desk	LastPass Teams
GoTo Stage	Rescue	LastPass Premium and
GoTo Webcast	Rescue Live Lens	LastPass Families
Event Services	Rescue Live Guide	Central
GoTo Training	RescueAssist	Pro
Enhanced Audio	GoTo Resolve	GoToMyPC
OpenVoice	Miradore	
OpenVoice Integrated		
OpenVoice Integrated		
Unlimited		
OpenVoice Integrated Flat		
Rate		
Call Me		
Grasshopper		
GoTo Connect		

Last Updated: March, 2023
(2023.v2)

General Information Definitions

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

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

- **Administrator** means an individual you designate (or by default, the authorized signatory of the Agreement) who manages the Administration Center including, but not limited to, designating any NAU.
- **Administration Center** means a portal for Administrators that provides end-user and account-management tools, and a centralized control for administration and deployment of the Service.
- **Content** means any files, documents, recordings, and other information belonging to you, users or others as may be uploaded to your account for storage and/or as used, presented or shared with third parties in connection with the Service.
- **Named Authorized User, NAU, Named Authorized Audio User, NAAU** means those designated individuals who may access and use the Services in accordance with the Agreement. Each NAU or NAAU must have a Named User ID. Designated individuals

may include, by way of example, employees, contractors, consultants and agents or third parties with whom you transact business as designated by an Administrator.

- **Named Authorized Computers, or NACs** means designated host computers, whether physical or virtual machines, that may be accessed in accordance with the GoToMyPC Service.
- **Named User ID** means the unique identifier of each designated individual or NAC authorized to use the Services. A Named User ID must be unique and may not be of a generic nature (e.g., john.doe@goto.com is a unique Named User ID; whereas user1@goto.com, or trainer@goto.com are examples of generic user identifiers).
- **User or Unit** means, individually or collectively, NAU, NAAU, and/or NAC.

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

- **Concurrent Seat** means a subscription model for certain Services under which multiple Named User IDs are permitted to log in consecutively to an active Concurrent Seat.
- **Bundle Subscription** means the method by which you subscribe to multiple Services for a specific number of Universal Users. Bundle Subscriptions are predefined and priced.
- **Universal User** means those designated individuals who may access and use multiple Services in accordance with the Agreement. Each Universal User must have a Named User ID, and the total number of Universal Users may not exceed the aggregate number of Bundle subscriptions.
- **Flexible Use Models** refer to a variety of alternative billing models intended to allow customers with variable or seasonal usage patterns to maintain an active account with us without committing themselves to monthly or annual expenses that exceed their need. The currently available models are set forth below and may not be available for all Services.
 - **Subscription-based Flex Subscription** (fka "Active Rolling Host (ARH)": You may purchase a minimum number of NAU subscriptions for applicable Services as set forth on an Order ("Minimum") for which you will be billed on a monthly basis and will have access to a total number of NAU subscriptions equal to 7 times the Minimum ("Maximum"). In any month that your usage exceeds the Minimum, you will be invoiced per subscription used at a rate equal to either: (i) 20% above the monthly subscription fee in your Order; or (ii) the pre-defined flat rate per NAU above the Minimum set forth in your Order. For the first two (2) billing cycles of

the Initial Term, you will pay only for the Minimum during that period ("Flex Ramp Up Period").

- **Event-based Flex Subscription:** For available Services, you may maintain an active account with us by paying a reduced monthly subscription fee and making purchases on a per-event basis.
- **Site License** means the purchase of a single subscription to the applicable Service that provides you with use of the Service for every employee within one or more defined company domains at a flat fee. The Site License pricing and any associated fees are calculated based on the number of employees within the domain(s), not the number of those employees who actually use the Service. Upon renewal of the Service, we may adjust the Site License fee to reflect a change in the number of employees within the domain(s). Your initial maximum employee count will be as set forth in the "Services and Fee Summary" section of the applicable Order.

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

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

Privacy Policy. Unless otherwise noted in the applicable Service Description, the Privacy Policy 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-GoTo Meeting 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>, 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.

- Except where prohibited by applicable law, Grasshopper may charge a monthly Regulatory Recovery Fee in connection with any telephony services provided to Customers within the United States to offset costs incurred by Grasshopper in complying with inquiries and obligations imposed on Grasshopper by federal, state, municipal and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. Regulatory Recovery Fees are presented as separate line-item on invoices, and the initial rates will be set forth in any quote for Services. Grasshopper may increase or decrease the regulatory recovery fee without notice.
- **Default and Termination.** You may terminate the Grasshopper Service in accordance with the Terms of Service and by providing notice of termination by submitting a ticket to Grasshopper's Billing Department at <http://support.grasshopper.com>, and upon receipt of ticket, Grasshopper will generate a cancellation ticket to cancel your Account and will email you a cancellation ticket number to confirm Grasshopper's receipt of your termination notice. Termination requests will be fulfilled within 1 business day. If you do not receive a cancellation ticket number, termination notice may not have been received by Grasshopper, and you should contact Customer Support at 1-800-820-8210 or 1-617-395-5700 to verify the generation of a cancellation ticket number. Because minutes are paid in arrears, a final payment for minute usage will be processed on your next billing date after termination. Following termination of the Grasshopper Services, you shall have no right to receive, and Grasshopper will have no obligation to forward any unread or unsent messages to you or any third party. Grasshopper may require reactivation charges to renew Services after termination or suspension. Upon termination, you are responsible for paying all undisputed amounts and charges owing under this Agreement. Past due balance on previous or multiple accounts will be charged the full balance due upon opening a new account or updating your credit or debit card on file.
- **Blacklisted Destinations.** Grasshopper reserves the right, in its sole discretion, to block access to certain international countries and locations that are frequently implicated in fraudulent calls ("Blacklisted Destinations"). At your request and subject to specific conditions, Grasshopper may provide you access to Blacklisted Destinations.
- **Privacy and Recording.** You authorize Grasshopper to: (i) monitor and record calls to Customer Service regarding your account or the Services; and (ii) contact you from

time to time by means of (a) phone calls, voice mail, push notifications or text messages to phone numbers provided by Grasshopper or other phone numbers you provide to Grasshopper for contact purposes, which may be sent using automatic dialing equipment, or (b) your Grasshopper voicemail box. Grasshopper may also monitor or record calls passing through Grasshopper's networks and systems solely for troubleshooting and/or Service quality control checks required for the provision of Services. This recording may be done with or without additional notice and such recordings will only be used for quality and training purposes.

- **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 no less than 10 days before the end of the Term, and the reduction or termination will take effect after the end of the then-current Term. 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 Recovery Fees.*** Except where prohibited by applicable law, we may charge a monthly regulatory recovery fee in connection with any telephony services provided to you within the United States, to offset costs we incur in complying with inquiries and obligations imposed on us by federal, state, municipal, and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. We may increase or decrease the regulatory recovery fee without notice.
- ***Reasonable Use.***
 - **“Unlimited” Usage.** You acknowledge that: (a) any reference we have made to “unlimited” minutes, 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 like-new condition in original packaging. In addition to the restocking fee, you must pay all costs to replace damaged equipment or missing components or packaging.
 - **Shipment.** All equipment is sold FOB our shipping point unless otherwise noted. Delivery of equipment to our or another loading point will constitute delivery to you, and regardless of shipping terms, you will bear all risk of loss or damage in transit.
 - **Manufacturer's Warranty.** We assign you any and all rights we have under any manufacturer's warranty for equipment you purchase from us. We may, in our discretion, assist you in obtaining replacement equipment or equipment service under the manufacturer's warranty.
 - **Equipment Rental.** If you are renting any equipment from us, whether the rental is separately listed on the Order or is bundled with Services, the terms of the equipment rental agreement, 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.
- ***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 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

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

- **GoToAssist Corporate** enables individuals and support organizations to connect to customers and provide live remote assistance using two-way screen-sharing, integrated chat, and mouse and keyboard control to resolve technical issues.
- **GoToAssist Remote Support** enables individuals and organizations to connect to customers using two-way screen-sharing, remote access, control, diagnostics, chat and more to resolve technical issues remotely with solutions tailored for a variety of departments including multi-agent call centers, help desks and IT departments. You may use the unattended support feature on up to one hundred (100) computers per the number of Named Authorized Users or Concurrent Seats set forth in the Order. Any Named Authorized User may access any of the computers at any time.
 - **GoToAssist Mobile Support** is an add-on to GoToAssist Remote Support service that allows agents to remotely view, and in certain cases control, select mobile devices through a web browser or application.
- **GoToAssist Service Desk** enables individuals and organizations to manage service desk activities, including incidents, problems, changes, releases, knowledge articles and configuration items, for the purposes of supporting internal and external technology services.

Rescue is a web-based remote support and customer care service, which is used by helpdesk professionals to provide remote support via the internet, without the need for pre-installed software. Using *Rescue*, support and service professionals can communicate with end-users through an internet chat window in order to diagnose and repair IT issues.

If given permission by the end-user, the support professional can access, view, or take control of the end-user's computer to take necessary support actions or to train the end-user on the use of software and operating system applications.

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

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

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

RescueAssist (refer to GoToAssist Remote Support above)

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

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

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.

Identity & Access Management

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

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

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

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

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

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

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

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



COMPANY

RESOURCES

PRODUCTS

FOLLOW & SHARE GOTO:

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English

Give Feedback



April 5th, 2022

City of Milton

RFP# 23-IT01

Pricing

The following page includes the pricing for the City of Milton with the following options:

1. Onsite support provided by Vertical Communications for the onsite setup, day of cutover, and post-cutover onsite support, normally \$25 per seat is offered to the City of Milton at a discounted price of \$0.
2. As far as GoTo onsite support: If the City of Milton requires on-site engineering, GoTo offers this service for a \$700/day rate (3-day minimum). GoTo engineers or a GoTo partner will perform these services.
3. The following quote provides 50 Yealink phones to the City of Milton at \$0 cost. Should the City of Milton wish more of these phones, they can be purchased for \$79 each, or added to the lease for 36 months at \$2.35 per month per phone (this option extends the basic 12-month warranty for the phones for the length of the lease, at which time the City of Milton can purchase these phones for \$1).
EXAMPLES: If you chose 100 of the Yealink T33G phones, 50 would be free and the other 50 would be $50 \times \$79 = \$3,950 + \text{tax}$ up front added to the \$1,648.31 listed on the following page. If, however, you chose to lease the additional 50 phones, it would be no more additional up front, but would increase the monthly by $50 \times \$2.35 = \$117.50 + \text{tax}$ per month to the \$2,877.45 listed on the following page.
4. Other phones and rates are available should the City and/or users need more functionality.

Sincerely,



A handwritten signature in black ink, appearing to read 'K. Keith Drew'.

K. Keith Drew

Sr. Communications Consultant

(678) 892-8023 | kdrew@vertical.com | www.vertical.com | [Get Support](#)

Manufacturer of Wave IP, 8x8 Certified Reseller, Top 10 Mitel Solution Provider,

Ericsson-LG Tech Support Winner 2017-18, EMG Customer Satisfaction Winner

2018

Proposal for Unified Communications Services

City of Milton

Quote #: Q-692090
 Service Term: 36.0 Months
 Expiration Date: 04/01/23

Free Months: 3

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
Professional Services - Per Seat GTC Managed Install (Over 50 Licenses)	200	USD 50.00	USD 50.00	USD 0.00	USD 0.00
Voice Number DID Port - Configuration Fee	130	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Yealink T33G SIP phone w/power supply	50	USD 119.00	USD 119.00	USD 0.00	USD 0.00
Yealink CP925 Touch-sensitive HD IP Conference Phone	5	USD 599.00	USD 293.05	USD 305.95	USD 1,529.75
ESTIMATED TAXES and FEES					USD 118.56
TOTAL					USD 1,648.31

MONTHLY TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
GoToConnect Standard	200	USD 22.00	USD 9.05	USD 12.95	USD 2,590.00
Voice - Standard DID - Monthly Charge	130	USD 5.00	USD 4.75	USD 0.25	USD 32.50
Conference Device User- Monthly Service	5	USD 25.95	USD 13.00	USD 12.95	USD 64.75
ESTIMATED TAXES and FEES					USD 190.20
TOTAL					USD 2,877.45

TODAY'S TOTAL
USD 1648.31

MONTHLY TOTAL
USD 2877.45

**ORDER FORM AGREEMENT BETWEEN THE CITY OF MILTON AND FULTON
COMMUNICATIONS, INC.**

ADDENDUM NO. 1

This Addendum supplements the Services Agreement (the “Agreement”) between **GoTo Communications, INC., DBA ”GoTo”**, a Delaware corporation with principal office located at 333 Summer Street, Boston, MA 02210 (“Service Provider”) and the **CITY OF MILTON**, a political subdivision of the State of Georgia (“Customer”), of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.

2. Statutory Auto-Termination and Renewal.

The term of this Agreement shall commence as of the date both Parties have last signed both the Agreement and this Addendum (“Effective Date”), and the Agreement shall terminate two (2) years following the Effective Date (“Term”) (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Customer on December 31st of each year of the Term, and further, that this Agreement shall automatically renew on January 1st of each subsequent year absent the Customer’s provision of written notice of non-renewal to Service Provider at least ninety (90) days prior to the end of the then year. Title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by the Customer.

3. Sovereign Immunity; Indemnification.

Nothing contained in the Agreement shall be construed to be a waiver of Customer’s sovereign immunity or any individual’s qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

4. Termination

Customer may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) days in advance of the termination date provided Customer shall not be entitled to receive any refund and any fees Customer may have paid to the Service Provider are nonrefundable.

5. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Service Provider agrees that, during performance of this Agreement, Service Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

6. Confidentiality.

Service Provider acknowledges that Customer's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

7. Authority to Contract.

The individual executing the Agreement on behalf of each party covenants and declares that he/she has obtained all necessary approvals of the necessary board of directors, stockholders, board of commissioners, general partners, limited partners or similar authorities to simultaneously execute and bind the party to the terms of the Agreement.

8. Ethics Code; Conflict of Interest.

Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of this code of ethics described herein this section or any other relevant and applicable law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Service Provider and the Customer acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Service Provider and the Customer further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a

contract to the prime Service Provider or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

9. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Customer as a political subdivision of the State of Georgia and as a party to this Contract.

10. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.

Pursuant to O.C.G.A. § 13-10-91, Customer shall not enter into a contract for the physical performance of services unless Service Provider shall provide evidence on the forms attached hereto as Addendum Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Service Provider hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit “A”, and submitted such affidavit to Customer. Further, Service Provider hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Service Provider employs or contracts with any subcontractor(s) to perform services for Customer, Service Provider agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit “B”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Service Provider agrees that the employee-number category designated below is applicable to it:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Service Provider will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. If Service Provider does not employ or contract with any subcontractor(s) to perform services for Customer, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of

state and federal law and shall be construed to be in conformity with those laws.

[remainder of this page intentionally left blank]

[signature page follows]

IN WITNESS WHEREOF Customer and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER:

GOTO COMMUNICATIONS, INC.

By: DocuSigned by:
Bergen, Claire
636A5DA36AED4D2..._____

[CORPORATE SEAL]

ATTEST:

By: Bergen, Claire
Print Name: Deputy General Counsel
Title: July 28, 2023

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

DocuSigned by:
Jennifer McCall 8/10/2023
8433E81E7AF148A..._____
City Attorney Date

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the **CITY OF MILTON** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1171969
Federal Work Authorization User Identification Number

2/28/2017
Date of Authorization

GoTo Communications, Inc. (Formerly known as "LogMeIn")
Name of Contractor

Vertical Communications Installation
Name of Project

City of Milton
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 28, 2023 in Boston (city), MA (state).

Bergen, Claire
Signature of Authorized Officer or Agent

Bergen, Claire Deputy General Counsel
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28th DAY OF July, 2023

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:
5 OCTOBER 2023

