



GoTo Communications, Inc.
 333 Summer Street, 5th Floor
 Boston, MA 02210-1702

ORDER FORM

CONTACT INFORMATION.

<p>Customer: Fort Thomas Schools Address: 28 N Fort Thomas Ave, Fort Thomas, KY United States, 41075-1517</p> <p>Main Contact: Jody Johnson Email: Jody.Johnson@fortthomas.kyschools.us Phone: + 859.815.2014 VAT/TVA/ABN Number:</p>	<p>GoTo Representative:</p> <p>Name: Ryan McInerney Email: ryan.mcinerney@goto.com</p> <p>Phone: Fax:</p> <p>QUOTE OR OID #: Q-882526 UID #: Opp ID #: 2311297324649 Quote Date: 09/27/2024 Quote Expiration Date: 11/01/2024</p>
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TERM & BILLING INFORMATION.

<p>Payment Method: Credit Card Term & Billing Frequency: 36 Months, Billed Monthly</p>

AGREEMENT.

This Order Form is governed by the terms of the Terms of Service found at <https://www.goto.com/company/legal/terms-and-conditions> unless: Customer has a written agreement mutually agreed upon by GoTo for such Services, in which case such written agreement will govern; or (ii) to the extent otherwise set forth in the Supplemental Terms below. The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the [Contracting Entities Table](#) and the [Service Descriptions](#).

- Supplemental Terms:** Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:
- The terms and conditions of The Interlocal Purchasing System (TIPS) CONTRACT: 221003 ELECTRONICS AND APPLIANCES, GOODS AND SERVICES January 6, 2023 to January 31, 2026 apply to your purchases in this Order and supersede our standard terms referenced above. EDGAR COMPLIANCE: yes
 - By signing this Order, Customer agrees this Order is governed by GoTo's current standard terms of service referenced above. This Order supersedes any previously agreed-upon auto-renewal terms. The Service(s) herein will now auto-renew for subsequent terms ("Renewal Terms") with a term length equivalent to the term length specified in this Order, not to exceed 12 months.
 - The changes below are effective as of your next GoTo Connect billing cycle.
 - The terms of this Order do not impact the price or contract term associated with any rental equipment you purchased in a previously executed Order

Purchase Order Process:

If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

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

CUSTOMER: Fort Thomas Schools		If Billing Contact is different than above, please provide: Billing Address: Billing/Invoicing Contact: Telephone: Email:
Signature:		
Name:		
Title:	Customer Authorized Signatory	
Date:		

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed

Service Start Date	12-01-2024	Billing Start Date	12-01-2024
Service Renewal Date	11-30-2027	First Invoice Date	12-01-2024

MONTHLY TOTALS:

Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
GoToConnect Standard	36	50	USD 26.00	USD 13.05	USD 12.95	USD 647.50
Conference Device User- Monthly Service	36	5	USD 25.95	USD 13.00	USD 12.95	USD 64.75
Interconnected VoIP, Low Usage - Monthly Charge	36	261	USD 12.95	USD 3.00	USD 9.95	USD 2,596.95
Voice - Toll Free DID - Monthly Charge USD	36	411	USD 5.00	USD 4.75	USD 0.25	USD 102.75
Taxes and Fees:						USD 824.56
TOTAL AMOUNT:						USD 4,236.51



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

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

2) My company does not issue purchase orders

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

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

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

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

CUSTOMER LEGAL NAME:

Fort Thomas Schools - GTC

Invoice To/Bill To ADDRESS

28 N Fort Thomas Ave, Fort Thomas, KY United States, 41075-1517

Billing Contact: Jody Johnson

Billing Phone: + 859.815.2014

Billing Email: Jody.Johnson@fortthomas.kyschools.us

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

You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-882526

This form is issued under the terms and conditions of the following agreement between the parties:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO GOTO, YOU CONFIRM THIS IS AN ORDER FOR THE GOTO SERVICE(S) LISTED HEREIN AND AGREE TO THE [TERMS OF SERVICE](https://www.goto.com/company/legal/terms-and-conditions) <https://www.goto.com/company/legal/terms-and-conditions> WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.



U.S. GOVERNMENT/EDUCATION LICENSEE
ADDENDUM TO TERMS OF SERVICE

This U.S. Government/Educations Licensee Addendum forms part of the GoTo Terms of Service (the "Terms"), which are available at <https://www.goto.com/company/legal/terms-and-conditions>. Capitalized terms used in this Addendum that are not defined herein shall have the meanings given in the Terms. This Addendum may apply to government agencies and public education institutions located in the United States. We acknowledge that statutes and regulations may sometimes require limitations to standard commercial software license agreements causing some provisions to become ineffective and inoperative, such as indemnities, commitments of funds from future appropriation years, dispute resolution, jurisdiction and the right to stop work. In such instances, GoTo acknowledges that the Terms shall be superseded where, and to the extent, required by applicable law and regulation. More specifically, the sections of the Terms that may be added or superseded, in part or in whole, by such laws and regulations include:

- 1. **Section 3.1. Term** shall be amended to remove any reference to "automatic renewal."
- 2. **Section 3.5. Termination for Convenience** shall be added to the Terms and state the following:
Customer may elect to terminate Customer's subscription and use of the Service at any time, for any reason or for no reason, at Customer's convenience. However, Customer understands and agrees that in the event of such a termination for convenience, Customer shall not be entitled to receive any refund or pardon or any amounts paid or payable to GoTo.
- 3. **Section 7. Indemnification** shall be deleted to remove any reference to "Indemnification" obligations of the Customer.
- 4. **Section 9.14. Contracting Party, Choice of Law and Location for Resolving Disputes** shall be revised to designate the Customer's residing state the applicable choice of law, while remaining silent on the issue of venue.
- 5. **Section 9.15. US Government Users** shall be added to the Terms and state the following: The Services, software, websites, and written documentation provided by GoTo qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire the Services, software, websites, and written documentation provided by GoTo with only those rights herein that apply to non-governmental customers. Use of either the Services, software, websites, written documentation provided by GoTo, or any combination thereof constitutes agreement by the Government that the Services, software, websites, and written documentation provided by GoTo are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

For the avoidance of doubt, nothing in the Terms or this Addendum shall provide GoTo with any rights to publicly reference or otherwise utilize Customer's name or logo for marketing purposes.

CUSTOMER: _____

By: _____
Authorized Signatory for Customer

Name: _____

Title: _____

Address: _____

Effective Date: _____

GoTo:

DocuSigned by:
Claire Bergen

By: _____
Authorized Signatory for GoTo

Name: Claire Bergen

Title: Deputy General Counsel

Address: 333 Summer
Street, 5th
Floor,
Boston, MA
02210