

### **Completing Contracts Entry Worksheet**

# **Instructions**Please complete

**Section II: Finance** 

Please complete this form before submitting it to the contract entry module in Munis. It's the responsibility of the school administration to ensure all details are accurate.

Requestor Name Stephanie Younger	Requestor Email stephanie.younger@boone.kyschools. us		Requestor School Technology Department	
Section I: Vendor/Product Informa	tion		Completed By Stephanie Younger	
Product Name				
GoTo				
Contract Start Date		Contract End Date		
12/19/2025		06/30/2031		
Target Audience		Is this a tech/softw	vare purchase?	
☐ Students ✓ Staff		Yes     No		
Brief Description/Narrative of Product 8	& Intended Use			
District-wide phone refresh, including ins		pment, and services.		
Which strategic plan goal does this prod	fuct support?			
Goal 4: Optimizations and Resource Mana Boone County Schools will create an effect stewardship to ensure that tools and reso schools. OBJECTIVE 4B Boone County Schools will eliminate redu increase financial resources.	agement ctive operational syste ources are available fo	r the execution of teac	thing and learning for every student in all	
Note: Insert full goal / objective.				
View strategic plan				
Upload Short Addendum	Upload Terms of Service		Upload Quote	
GoTo Addendum.pdf	GOTO TOS.pdf		GoTo order for BCSD.pdf	
Signed by the vendor	Boone County School District Managed Service PDF.pdf			

Completed By Stephanie Younger

Data Privacy Agreement			
I have verified that the D	DPSA is on file with the purchas	ing office.	
Vendor	Ve	ndor Name	Vendor Number
Funding Source(s) Please complete the table to the budget code for each so		mation. If multiple sources, inc	dicate the breakdown for each. Include
Funding Sources Table			
Cost	Breakdown (%)	Complete Budget Co	ode Funding Source
\$408,552.00	100.0%	0001100-0539	District Tech
\$408,552.00	100		
Appendix: Technology			Completed By Stephanie Younger
If you are unsure how to	answer the questions in this	section please reach out to	the vendor for support.
How do teachers/staff acc	cess the software?		
Teachers and staff do not	access software. For internal us	se only.	
How do students access t			
Students do not access the	e software.		
What type of data will thi  ✓ This is a read-only produ  Names  Email Addresses  Gender  More	s product collect/store?  uct and does not collect data.  Birthdates  Usernames/Passwords  Race		
Will this product be roste  Yes No	red or sync data for student/	staff use?	
Who is the program mana  School Managed Progra		gram	
Section III: Approver			Completed By Kyle Berberich
	ion listed above carefully and co amplete to the best of your kno		g, you acknowledge that all details
Signature			Timestamp
Kyle Berberich			11/17/2025 08:44 am
Kyle Berberich			

#### **ADDENDUM**

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **GoTo Communications, Inc.** ("Vendor"), and is intended to amend, modify, and supplement the 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 (hereinafter, the "Agreement").

**WHEREAS**, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

- **Section 1.** Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.
- **Section 2. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.
- **Section 3.** Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.
- **Section 4. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 5.** Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT	
By:	Date:
Printed Name:	-
Title/Position:	_
GOTO COMMUNICATIONS, INC.	
DocuSigned by:	November 13, 2025
By: Bergen, Claire	Date:
Printed Name: Bergen, Claire	_
Title/Position: Deputy General Counsel	

**Back to Legal** 

#### **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 <a href="https://www.goto.com/company/legal/contracting-entities">https://www.goto.com/company/legal/contracting-entities</a> ("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"). You further confirm that you have obtained all necessary approvals to enter this Agreement, including for example ratification by your governing board or other relevant authority(ies), or as required by law or your internal policies.

#### 1. ACCESS 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 LogMeIn Ireland Unlimited Company, LogMeln Audio, LLC, Grasshopper Group LLC, or LogMeln Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms.

- 1.2. <u>Acceptable Use and Message Content Policies.</u> You accept and agree to follow GoTo's Acceptable Use Policy and, as applicable, GoTo's Messaging Content Policy.
- 1.3. <u>Changes to Services.</u> 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 <u>Service Descriptions</u>) 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.
- 2.2. <u>Fees and Payment.</u> You agree to pay all applicable, undisputed fees for the Services as set forth in this Agreement, on your invoice, or as otherwise incurred through your use of the Services, including any provisioning tools that enable the addition of users, licenses, devices, phone numbers, or any other billable features or Services on your behalf. You are solely responsible for configuring your account settings to prevent unauthorized provisioning or usage that may result in additional charges. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are

responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may charge any of your payment methods on file with us or bill you for all amounts due for your Services subscription, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

- 2.3. <u>Sales, Promotional Offers, Coupons and Pricing.</u> 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. <u>Disputes; Delinquent Accounts.</u> You must notify us in writing of any good faith fee dispute within 15 days of the invoice date, and your notice must identify the specific reason for the dispute. We will work with you to resolve any disputes made in good faith. Once resolved, you agree to pay any undisputed fees within 15 days. For the avoidance of doubt, this provision governs only disputes related to invoiced amounts and does not excuse timely payment of any undisputed portion of the invoice, nor does it affect the validity of any renewal or term commitment. Any challenges to renewal must be raised in accordance with the termination and renewal provisions of this Agreement. 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. <u>Taxes and Withholding.</u> 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. <u>Term.</u> The initial term commitment for your purchase of Services will be as specified on an Order ("Initial Term") and begins on the Effective Date. After the Initial Term, the Services will automatically renew for subsequent terms ("Renewal Terms"), unless otherwise specified in an Order or the <u>Service</u>

  Description for a particular Service, or unless either party provides notice of non-renewal at least 30 days before the current term expires. Each Renewal Term will be equivalent in length to the then-expiring subscription term, unless otherwise specified by GoTo at the time of renewal. You may provide notice of non-renewal for each Service you do not wish to renew at <a href="https://support.goto.com/contactus">https://support.goto.com/contactus</a>. 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. <u>Termination for Cause.</u> Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach Section 1.2, 4.1, 4.2, or 5.
- 3.3. Effect of Termination. If the Agreement or any Services are terminated, your account may be converted to a "free" or "basic" version of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. To the extent permitted by applicable law, neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.3 above, the related Order will be terminated, and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the

date of expiration or termination which have not been converted to a free version of the Service.

3.4. <u>Survival.</u> The provisions of <u>Sections 2</u> (Orders, Fees and Payment), <u>3.3</u> (Effect of Termination), <u>4</u> (Your Content and Accounts), <u>7</u> (Indemnification), <u>8</u> (Limitation on Liability), <u>9</u> (Confidentiality), <u>10</u> (Data Protection), <u>12.5</u> (No Class Actions), <u>12.8</u> (Notices), and <u>12.12</u> (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 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. <u>COMPLIANCE WITH LAWS.</u> 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.

- 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 4.2, or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

#### 8. LIMITATION ON LIABILITY.

- 8.1. LIMITATION ON INDIRECT LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
- 8.2. <u>LIMITATION ON AMOUNT OF LIABILITY.</u> EXCEPT FOR YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.2 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

#### 9. CONFIDENTIALITY.

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

- care; and (ii) only use the disclosing party's Confidential Information to fulfill its obligations or exercise its rights under this Agreement. The receiving party may disclose the disclosing party's Confidential Information to its employees, representatives, vendors, service providers, advisors, and attorneys who have a need to know and who are bound by confidentiality obligations at least as protective as the provisions of this Agreement.
- 9.3. This Section 9 supersedes and replaces any prior or contemporaneous agreements or understandings related to the confidentiality of information exchanged between us, including any previously executed nondisclosure agreements, to the extent such agreements govern the same data, Services, or information as defined in this Agreement.
- 10. **DATA PROTECTION.** By agreeing to the terms of this Agreement, you also agree to the terms of GoTo's Data Processing Addendum ("DPA"), and, to the extent GoTo's Business Associate Addendum, both of which are hereby incorporated by reference. Continued use of the Services after any modifications to the DPA or the BAA constitutes your acceptance of those changes.
- 11. **MEDICAL DEVICE DISCLAIMER.** The Services (i) are not intended to be used to diagnose, cure, mitigate, treat, or prevent any disease or medical condition; and (ii) do not include, constitute, or otherwise consist of any medical device, product, or service cleared or approved by the U.S. Food and Drug Administration or equivalent regulator in any other country or region. This disclaimer applies even if the parties have entered into a Business Associate Addendum.

#### 12. **ADDITIONAL TERMS.**

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

#### 12.2. Third-Party Services and Features.

12.2.1. <u>Integration with Third-Party Services</u>. Services may enable you to link to, use, or integrate with third-party websites, services, or applications

("Third-Party Integration Services"). Unless otherwise specified in the applicable Service Descriptions, we are not responsible for and do not endorse any Third-Party Integration Services. We, along with our contractors, suppliers, and licensors, disclaim all warranties, whether express or implied, and all liability arising from or related to any Third-Party Integration Services. Your decision whether to purchase, connect to, or use any Third-Party Integration Services, including those requiring the transfer of Content to enable their use and/or features, is solely at your discretion and risk. Your use of any Third-Party Integration Services is governed exclusively by the terms and conditions of those Third-Party Integration Services. We are not responsible for any disclosure, modification, loss, or deletion of Content resulting from your use of or interaction with Third-Party Integration Services.

- 12.2.2. Third-Party Services Provided by Us. Any third-party services that are embedded into and sold as part of the Services in such a way that they are essential to the functionality of the Services and cannot be used separately or independently are subject to the terms of this Agreement, including any additional terms specific to those services as set forth in the applicable Service Descriptions. Any third-party services' artificial intelligence (AI) features you choose to use or do not disable in the Services are subject to the AI Terms.
- 12.3. Beta Services. We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("Beta Services"). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you use Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. You acknowledge that an important purpose of offering Beta Services is for GoTo to assess how they function in a realworld environment and obtain feedback about them. As a result, you understand that GoTo may access data about your use of the Beta Services and your Content for the following reasons, and you instruct GoTo to process them for the following purposes: (a) to assess the performance of the Beta Services in a production environment; (b) to improve the Beta Services and provide you with support; and (c) as otherwise provided in this Agreement. If

you provide feedback to GoTo about the Beta Services, you agree that we own the feedback. For the Beta Services only, these terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

- 12.4. <u>Copyright.</u> If you believe that our Services have been used in a way that constitutes copyright infringement, you should follow the process outlined here: https://www.goto.com/company/legal/dmca.
- 12.5. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.
- 12.6. <u>Security Emergencies.</u> If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.
- 12.7. <u>Assignment.</u> Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 12.8. Notices. Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, inproduct 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.
- 12.9. <u>Regional Terms.</u> 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.

12.10. Entire Agreement; Order of Precedence. The Agreement, including any applicable DPA, sets forth the entire agreement between you and GoTo relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, a country-specific Regional Supplement, these Terms, the DPA, and the Service Descriptions, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed athttps://www.goto.com/company/legal/terms-and-conditions. Your continued access to and use of the Services constitutes your acceptance of

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

# 12.12. Contracting Party, Choice of Law and Location for Resolving Disputes. The GoTo contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you

have ordered, as set forth here:

the then-current Terms.

https://www.goto.com/company/legal/contracting-entities.

Last Updated: June 2025 *(2025.v2.0)* 

12/3/25, 8:41 AM Terms and Conditions

#### **RELATED LINKS:**

Al-powered cloud contact center excellence

Empower callers with interactive voice response software.

Contact Center Automation: Benefits, Trends & Tools

Improve engagement with an omnichannel contact center solution.

Transform call handling with automatic call distribution software.

Al Virtual Phone Receptionist



COMPANY V

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## Statement of Work



This Statement of Work ("**SOW**"), together with the applicable Order, the <u>Terms of Service</u>, and the <u>Professional Services Terms and Conditions</u>, form the "**Agreement**". Capitalized terms used in this SOW are defined in the Terms of Service.

SOW Start Date SOW Expiration Date	This SOW begins upon execution of this SOW and GoTo's receipt of any applicable accompanying signed Order. This SOW expires upon GoTo's completion of the onboarding project.
Customer	Boone County School District

- **1- Summary**. This SOW covers work to be performed during the installation phase of Customer's GoTo Connect subscription. It outlines the expectations and responsibilities of both Customer and GoTo throughout the installation process.
- 2- Scope of Work. This SOW covers the following GoTo services and deliverables:
  - A. **Pre-Onboarding Assessments.** Exploration of the legacy phone system, and its configuration.
    - I. Responsibilities of Customer. Provide the following information to GoTo's team:
      - a. **User Worksheet**. A list of usernames, emails, extensions, and button configurations. These can be provided through exports from the current phone system or Customer directory services.
      - b. **Dial Plan configurations**. Information on main line routing, auto attendants, and available sound clips.
      - c. Schedules and Routing. Based on existing schedules.
      - d. **Timely completion of onboarding paperwork** is required to proceed with system setup.
      - e. List of all numbers to be ported and their routing destinations.
      - f. **List of hardware** assignments and their site locations.
      - g. Discuss any additional phone system needs outside of the items listed above.
    - II. Responsibilities of GoTo.
      - a. Set up virtual meetings with identified Customer personnel to discuss system needs and requirements.
      - b. Configure Customer's GoTo phone system based on the preassessment findings, within the capabilities of the system.
      - c. Identify key features that may improve the configurations unique to the GoTo platform.
      - d. Provide information on any additional features or hardware requirements that may impact the cost of the planned installation.
      - e. Work with Customer to create standardization of all individual locations including standardized Dial Plans, Schedules, Ring Strategies, Phone Button Configurations and deployment schedules.
  - B. System Setup.
    - I. Responsibilities of GoTo.
      - a. Complete the configuration plan developed during the Pre-Onboarding Assessment.





- b. Work with GoTo's Engineering and Training teams to integrate system features unique to GoTo.
- c. Complete any additional configurations discovered during the Pre-Onboarding Assessment phase.
- II. Responsibilities of Customer.
  - a. Assist in configurations by providing directions and approvals during weekly update calls.
  - Ensure timely responses to requests and clarifications via calls or emails
  - c. During calls, GoTo's online project tool (Project Plan Milestones and Tasks as outlined below), which Customer will have access to, will be used to track progress.
  - d. Customer will designate individuals to provide clarifications on the system's needs and requirements as the GoTo team works through the project. These clarifications can be provided through scheduled calls or emails, with timely responses expected from Customer when using email.
- C. **Network Verification**. Verifying Firewall, Switch, and quality settings.
  - I. Responsibilities of Customer.
    - a. Verify the network recommended settings are in line with GoTo standards.
    - b. Collaborate with GoTo's Engineering team to resolve phone quality or network issues.
    - c. Verify that phones are on the correct VLAN when applicable. (Smaller sites may only have one VLAN.)
    - d. Assist with any additional requirements outlined in the preassessment.
  - II. Responsibilities of GoTo.
    - a. Partner with Customer in all network-related requirements.
    - b. Provide network best-practices.

#### D. Porting

- 1. Responsibilities of Customer.
  - a. Complete and provide necessary porting documentation in accordance with mutually agreed project timelines. (e.g., Copy of Bill, Customer Service Record, Porting Worksheet(s), Letter of Authorization, etc.).
  - b. Partner with GoTo Project Manager, Enterprise Porting Specialist and Losing Carrier to gather all porting requirements.
  - c. Partner with GoTo Project Manager to determine a "Go Live Date."
  - d. Partner with GoTo Trainer and Engineering to route phone numbers.
  - e. Respond timely to any additional requested information.
- II. Responsibilities of GoTo.
  - a. Provide guidance and support on porting requirements.
  - b. Review and verify completed porting documentation according to agreed project timelines.
  - c. Submit port request in accordance with the mutually agreed upon "Go Live Date."

#### E. Onsite Training and Installation

I. Responsibilities of Customer.





- a. Ensure Power Users are present for the Onsite Power User Training. (Power Users will be trained during their schools installation, if the Power Users are not present during the installation, online training resources are also. Online resources include videos and a support line that can be called for assistance.)
- b. Receive shipments of phones and store them in a safe location at each site.
- c. Designate a refuse location for phone materials (e.g. boxes,old phones, etc). Customer is responsible for disposal of all installation refuse.
- d. Customer will provide reasonable time frames to enable GoTo's onsite phone installation. Customer will ensure GoTo can access locations during its working hours including after-school hours and weekends, where applicable.
- e. Customer must provide time frames of 8-10 hours consecuvely for 5 consecutive days, in weekly increments (e.g. 1 week, 2 weeks, etc), as necessary for GoTo to complete the project
- II. Responsibilities of GoTo.
  - a. Provide training, installation, system setup and testing as described in this SOW.
  - b. Work with Customer to set schedule for the onsite days in accordance with the following and pursuant to GoTo's recommendations: .
    - i Onsite installation will be performed in weekly increments during the agreed time frames, as appropriate for GoTo to complete the project.
    - ii During each week a team of GoTo Field Engineers will arrive at Customer locations to install all schools scheduled for that week.
    - **iii** During the installation of each school, the classrooms will be installed first and the office last.

#### F. Managed Services

- I. GoTo will provide Customer with a dedicated number to reach assigned Engineering resources, bypassing Tier 1-3 support. This line will also be provided to end users and site contacts.
- II. GoTo will provide a priority queue for handling issues, categorized as follows:
  - i Priority 1 (P1): Issues where the phone system is completely unusable.
  - ii Priority 2 (P2): Non-critical issues that do not render the service unsuable, such as add/move/change requests, bulk updates, or minor troubleshooting issues.
  - **iii** P1-P2 issues will be managed based on their severity, and GoTo will prioritize responses accordingly.
- III. GoTo will assign a lead Managed Services Engineer to be Customer's primary technical contact during the Customer's GoTo Connect Subscription Term. If the assigned Engineer becomes unavailable, a new Engineer will be assigned.
  - G. **Project Plan Milestones and Tasks**. The following milestones are used to track progress and assign responsibilities, with a 90-day target to completion:
    - I. Kick Off Call Typically completed within 48 hours of project start
      - a. Team Assignments and Introductions



- b. Key Dates determined (Onsite, porting, etc...)
- II. Paperwork Orientation and Completion Typically completed within 2 weeks of project start. Items include user worksheet, new number form, number porting document(s), and number routing worksheet.
- III. Network Readiness and Testing Typically completed within 5-7 business days of project start. This includes project review by the GoTo Engineer.
- IV. Weekly Calls. Ongoing throughout the project to address updates and issues.
- V. Equipment Delivery If ordering equipment, orders are typically placed within 48 hours of project start (One Touch Activation Ready), and arrive within 2 weeks depending on availability. Equipment can include routers, phones, power supplies, and ATAs.
- VI. Number Porting Typically begins 30-days into the project and is completed by Go-Live. Tasks include submitting porting documents and new number requests, as well as confirmation of the Firm Order Commitment and/or Go Live Date.
- VII. Portal/PBX Training Typically occurs after equipment ships (within 3 weeks after project start). Dial plans are built and numbers routed.
- VIII. On-Site Engineering Dates to be discussed. Includes phone placement.
- IX. Go-Live Date Typically 80-days from project kickoff. Numbers will be ported.
- X. *Testing* Typically completed before 90-day goal. Includes E911, Caller ID, and Engineer testing.
- XI. Project Finalization Typically at the end of the 90-day period.

#### H. Project Tasks and Deliverables

- I. Initiate Phase
  - a. Tasks
    - i Identify project members and create contact list
    - ii Review expectations and gather requirements
    - iii Create a customized Project Plan
    - iv Perform project kickoff calls
    - v Complete paperwork orientation
    - vi Create and track tickets for the project
  - b. Deliverables
    - i Finalized Project Plan and Training Plan
    - ii Completed paperwork (User Worksheet, New Number Form, etc.)
    - iii Equipment Ordering for required devices
    - iv Communication Plan outlining key milestones, updates, and channels
- II. Executing Phase
  - a. Tasks
    - Gather necessary project information (e.g., FOC date/ Go-Live Date, Number Routing Worksheet, Network Configuration Plan)
    - ii Allocate resources and ensure site preparation
    - **iii** Schedule and attend recurring weekly meetings for project updates
    - iv Ensure phone and router deliveries are confirmed



- v Multiple Site Assessment ii.
- vi Site and Resource Preparation/Allocation
- vii Weekly Recurring Meeting
- viii Phone Delivery Date
- ix Router Delivery Date
- b. Deliverables
  - i Project Information for installation and deployment
  - ii Network Configuration Plan for Customer's IT staff
  - iii Onsite Placement Plan for phone installation
- III. Executing Phase (continued)
  - a. Tasks
    - i Execute number porting (FOC Date/Go Live Date)
    - ii Finalize network configuration and equipment setup
    - iii Conduct training sessions (Portal/PBX, Phone Training, Dial Plan Configuration)
    - iv Perform number routing and phone placement (if applicable)
    - v Integrate onsite paging systems (if applicable)
  - b. Deliverables
    - i GoTo Network and Phone Equipment Configured per plan
    - ii Portal Configuration finalized
    - iii Admin Personnel Trained
    - iv Numbers Ported and Routed
- IV. Testing Phase
  - a. Tasks
    - i Conduct Network and Failover Testing
    - ii Test Inbound/Outbound Dialing functionality
    - iii Generate E911 Report
    - iv Validate Portal/PBX Configuration
  - b. Deliverables
    - i Project Documentation
    - ii E911 Report
- V. Project Completion Phase
  - a. Tasks
    - i Resolve any known technical issues
    - ii Hold a Project Handoff Meeting to transition the project to normal operations
  - b. Deliverables
    - Account transitioned from Active Projects to Normal Operations
    - **ii** Contact information provided for all departments moving forward.
- I. Governance and Relationship Management
  - I. GoTo SOW Project Manager: TBD at the time of project kick-off.
  - II. Customer SOW Project Manager: TBD at the time of project kick-off.
  - III. <u>Weekly Meetings</u>: Weekly virtual meetings among the Project Manager, Engineer, and Customer staff assigned to the installation, to update all tasks and timelines of the project.
- J. Pricing and Payment Terms
  - I. *Pricing*: The cost for all Installation and Onsite Services, and Deliverables with the deployment of the system as outlined in this SOW are provided





- below. Any additional costs or expenses incurred outside of this scope will require the Customer's advance written approval. Other than the costs of installation and onsite, monthly recurring charges for the continued use of the GoTo Connect Service are not included in this SOW and will be provided separately.
- II. Payment Terms: Customer agrees to pay GoTo in accordance with the Agreement and the quoted costs in the associated Order. This SOW only governs the provision, tasks, and expectations of the items described herein.

Service/Deliverables	Price	Cost Structure
Project Management Fees (As Outlined in this SOW)	Included In Managed Services	Includes Assigned PM and FE for Installations
User Training (As outlined in the SOW)	Included In Managed Services	Includes End User and Admin Training
Onsite Installation and Training	Included In Managed Services	Included up to 60 days of onsite. Days are counted as 1 GoTo Engineer for 1 calendar day is 1 onsite day.
Total Cost for this SOW and Managed Services (\$2 per user)	\$5,234 (Monthly Reoccurring)	Based off 2617 Users at \$2 per user.

Key Personnel: GoTo will agree to assign dedicated personnel to complete services and deliverables for this SOW. Customer may in good faith notify GoTo to replace any key personnel if their performance does not meet their reasonable expectations. Sites included in this SOW. (See below):

#### AGREED TO AND ACCEPTED BY:

# (Signature) (Name) (Title)





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

#### CONTACT INFORMATION.

**Customer**: Boone County Schools

Address: 3300 Cougar Path, Florence, KY United States,

41042

Main Contact: Kyle Berberich

**Email**: kyle.berberich@boone.kyschools.us

**Phone**: (859) 283-1003

VAT/TVA/ABN Number:

GoTo Representative:

Name: Dave Chytraus

Email: dave.chytraus@goto.com

Phone:

Fax:

**QUOTE OR OID #**: Q-1039909

UID#:

Opp ID #: 2410147782795

Quote Date: 10-28-2025

**Quote Expiration Date: 12-19-2025** 

#### **TERM & BILLING INFORMATION.**

Payment Method: Invoice

Term & Billing Frequency: Annual Monthly

Payment Terms: Net 45

#### AGREEMENT.

This Order Form is governed by the terms of the Terms of Service found at <a href="https://www.goto.com/company/legal/terms-and-conditions">https://www.goto.com/company/legal/terms-and-conditions</a> 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 <a href="Contracting Entities Table">Contracting Entities Table</a> and the <a href="Service Descriptions">Service Descriptions</a>.

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
- Tax estimate incorporates exemption status

Following the Initial Term, if you renew for five (5) years ("Renewal Term") for the services provided on this Order (e.g. GoTo Connect for Education and Managed Services for Education) then the pricing for said services shall be fixed as provided below for the duration of the Renewal Term.

#### **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: Boone County Schools		If Billing Contact is different than above, please provide:
Signature:		Billing Address:
		Billing/Invoicing Contact:
Name:		Telephone: Email:
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	12-19-2025	Billing Start I	Date	6-19-2026
Number of Free Months	6	First Invoice	Date	07-01-2026
Contract End Date	06-30-2031		·	

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	GoTo Price	Total
Voice Number DID Port - Configuration Fee	600	USD 5.00	USD 4.00	USD 1.00	USD 600.00
Poly Edge E100 IP Phone PoE	1774	USD 158.95	USD 60.95	USD 98.00	USD 173,852.00
Poly Edge E350 IP Phone PoE	490	USD 247.95	USD 47.95	USD 200.00	USD 98,000.00

Poly Edge E450 IP Phone PoE	180	USD 361.95	USD 61.95	USD 300.00	USD 54,000.00
Grandstream GXW4216 16 FXS Analog VoIP Gateway	32	USD 599.00	USD 49.00	USD 550.00	USD 17,600.00
Poly Edge E EM	180	USD 272.95	USD 47.95	USD 225.00	USD 40,500.00
NetVanta 3140 Desktop	32	USD 819.00	USD 69.00	USD 750.00	USD 24,000.00
				Taxes and Fees:	USD 0.00
				TOTAL AMOUNT:	USD 408,552.00

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	GoTo Price	Total Price
Voice - Standard DID - Monthly Charge	66	600	USD 5.00	USD 4.75	USD 0.25	USD 150.00
Voice - Toll Free DID - Monthly Charge USD	66	1	USD 5.00	USD 4.00	USD 1.00	USD 1.00
GoTo Connect for Education	66	2617	USD 10.50	USD 8.00	USD 2.50	USD 6,542.50
Managed Services for Education	66	2617	USD 5.00	USD 3.00	USD 2.00	USD 5,234.00
				Estimated Ta	xes and Fees:	USD 909.19
				тот	AL AMOUNT:	USD 12,836.69

The dates shown are based or signed	the date the quote was created by th	e rep and these dates will adjust base	ed on the date the contract is
Service Start Date	12-19-2025	Billing Start Date	6-19-2026
Number of Free Months	6	First Invoice Date	07-01-2026
Service Renewal Date	07-01-2031		



#### **PURCHASE ORDER CONFIRMATION FORM**

Please sel	lect 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
	<ul> <li>3) In Lieu of my company's standard purchase order and</li> <li>Have obtained all necessary approvals to release funds for this purchase and</li> <li>Confirm the relevant invoice(s) can be paid without a reference to a purchase order number</li> </ul>
	<ul> <li>4) My company has a standard purchase order and is unable to provide it right now. As a result,</li> <li>Will send the approved purchase order to GoTo within 4 business days of signature date below.</li> </ul>
	TOMER LEGAL NAME: e County Schools
	oice To/Bill To ADDRESS  O Cougar Path, Florence, KY United States, 41042
Billi	ng Contact: Kyle Berberich ng Phone: (859) 283-1003 ng Email: kyle.berberich@boone.kyschools.us
accı	ase ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is urate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing remation.
You	agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-1039909

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 <u>TERMS OF SERVICE</u> <a href="https://www.goto.com/company/legal/terms-and-conditions">https://www.goto.com/company/legal/terms-and-conditions</a> WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.