



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

## ORDER FORM

### CONTACT INFORMATION.

**Customer:** The Village of Wellington  
**Address:** 12300 Forest Hill Blvd, Wellington, FL United States,  
33414-5785

**Main Contact:** Jonathan Martinez  
**Email:** jmartinez@wellingtonfl.gov

**Phone:** 561-791-4070

**VAT/TVA/ABN Number:**

#### GoTo Representative:

**Name:** Elizabeth Loschen  
**Email:** elizabeth.loschen@goto.com

**Phone:** 7812472922

**Fax:**

**QUOTE OR OID #:** Q-995113

**UID #:**

**Opp ID #:** 2406047589696

**Quote Date:** 07-21-2025

**Quote Expiration Date:** 08-30-2025

### TERM & BILLING INFORMATION.

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

### 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
- U.S. GOVERNMENT/EDUCATION/TRIBAL LICENSEE ADDENDUM Attached

**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.

<b>CUSTOMER:</b> The Village of Wellington		If Billing Contact is different than above, please provide:  <b>Billing Address:</b> 123 Forest Hill Blvd. Wellington, FL 33414  <b>Billing/Invoicing Contact:</b> IT Billing <b>Telephone:</b> <b>Email:</b> itbilling@wellingtonfl.gov
Signature:		
Name:	Michael Napoleon	
Title:	Mayor  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	08-13-2025		Billing Start Date	12-13-2025	
Number of Free Months	4		First Invoice Date	01-01-2026	
Contract End Date	12-12-2028				

**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	1155	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Taxes and Fees:					USD 0.00
<b>TOTAL AMOUNT:</b>					USD 0.00

**MONTHLY TOTALS:**

Name	Contract Terms (Months)	Quantity	MSRP	Discount	GoTo Price	Total Price
GoToConnect Standard	36	275	USD 22.00	USD 10.05	USD 11.95	USD 3,286.25
Conference Device User- Monthly Service	36	16	USD 23.95	USD 11.00	USD 12.95	USD 207.20
Interconnected VoIP, Low Usage - Monthly Charge	36	25	USD 12.95	USD 4.00	USD 8.95	USD 223.75
GoTo Contact Complete [Add-on]	36	10	USD 62.00	USD 21.00	USD 41.00	USD 410.00
Voice - Standard DID - Monthly Charge	36	1155	USD 5.00	USD 4.75	USD 0.25	USD 288.75
GoTo Connect AI Optimization	36	10	USD 20.00	USD 5.00	USD 15.00	USD 150.00
AI Quality Management for Contact Center Complete	36	10	USD 9.00	USD 2.00	USD 7.00	USD 70.00
Managed Services Pro	36	300	USD 10.00	USD 5.00	USD 5.00	USD 1,500.00
Fees:						USD 439.34
TOTAL AMOUNT:						USD 6,575.29

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	08-13-2025	Billing Start Date	12-13-2025
Number of Free Months	4	First Invoice Date	01-01-2026
Service Renewal Date	12-13-2028		



## 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:**

The Village of Wellington

**Invoice To/Bill To ADDRESS**

12300 Forest Hill Blvd, Wellington, FL United States, 33414-5785

**Billing Contact:** IT Billing

**Billing Phone:**

**Billing Email:** itbilling@wellingtonfl.gov

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

**You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-995113**

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.



This U.S. Government/Education/Tribal Licensee Addendum forms part of the GoTo Terms of Service or other written agreement (the "**Agreement**") between GoTo and "**Customer**" and applies to (i) U.S. federal, state, and local government agencies; (ii) public education institutions; and (iii) federally recognized Native American tribes and tribal governmental entities located in the United States. Capitalized terms used in this Addendum that are not defined herein shall have the meanings given in the Agreement.

We acknowledge that statutes, regulations, or sovereign legal status may sometimes require limitations to standard commercial software license agreements causing some provisions to become ineffective and inoperative, such as indemnities, dispute resolution, jurisdiction and the right to stop work. In such instances, GoTo acknowledges that the Agreement shall be superseded where, and to the extent, required by applicable law, sovereign immunity, and regulation. More specifically, the Agreement may be amended, in part or in whole, by such legal authorities as follows:

1. The Agreement shall be amended to remove any reference to "**automatic renewal**."
2. The Agreement shall be amended to remove any reference to **indemnification obligations** of the Customer.
3. Terms related to **choice of law** and location for resolving disputes shall be revised to designate the Customer's residing state the applicable choice of law, venue for any action arising from or relating to this Agreement shall be in Palm Beach County, Florida.
4. A section entitled "**US Government Users**" shall be added to the Agreement 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.
5. Notwithstanding any other confidentiality obligation in the Agreement, the Customer may disclose this Agreement or related information to the extent required by applicable **public records laws** or similar statutory obligations. GoTo agrees that such disclosures by Customer, when done pursuant to the Customer's statutory obligations, do not constitute a breach of confidentiality under the Agreement. For the avoidance of doubt, nothing in the Agreement or this Addendum shall provide GoTo with any rights to publicly reference or otherwise utilize Customer's name or logo for marketing purposes.
6. The parties acknowledge that Customer is subject to an **annual budgetary approval** process tied to government funding, as well as spending restrictions in accordance with that process. Customer confirms that sufficient funds are currently available and authorized to finance the costs of its Orders for the term set forth in those Orders. If, in subsequent budgetary approval processes, funds are not allocated for the continued use of the Services in any renewal period, Customer reserves the right not to renew its Service subscription term. The Customer must provide GoTo with written notice of such non-renewal at least thirty (30) days prior to the expiration of the then-current subscription term.
7. Nothing in the Agreement or this Addendum shall be construed as a waiver by Customer of any rights, defenses, privileges, or immunities provided to it by applicable state or federal law, including, but not limited to, **the doctrine of sovereign immunity**, to the extent applicable. Any contractual provision requiring the Customer to waive sovereign immunity, submit to the jurisdiction of any court, or consent to arbitration shall be deemed unenforceable except to the extent explicitly authorized by applicable law and approved in accordance with Customer's governing procedures. In no event shall Customer's liability under the Agreement under any theory exceed the limits set forth in section 768.28, Florida Statutes. The provisions and limitations of section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to Customer's contractual obligation to indemnify as though this statute applied to a waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. Nothing herein shall be construed to waive Customer's rights and immunities under the common law or under section 768.28, Florida Statutes, nor as Customer's consent to be sued by third parties. This obligation shall not be construed

to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in Customer's favor.

8. The Agreement shall be amended to remove the sentence, "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 current Terms." and replaced with "This Agreement may only be modified by written amendment executed by both parties.