DATA PROCESSING ADDENDUM
Revised: May 1, 2023

This Data Processing Addendum ("**DPA**") supplements and forms part of the Terms of Service or other written or electronic agreement (the "**Agreement**") between GoTo and the "**Customer**" purchasing online services from GoTo (the "**Services**"). The Processor for provision of the Services is the applicable GoTo contracting entity identified at https://www.goto.com/company/legal/contracting-entities (referred to in this DPA as "**GoTo**"). This DPA reflects the Parties' agreement with respect to the Processing of Customer Content by GoTo, including any Personal Data contained therein, on behalf of Customer while Customer utilizes the GoTo Services. Customer enters this DPA on behalf of itself, and to the extent required under Data Protection Laws and Regulations, on behalf of its Authorized Affiliates, to the extent such entities qualify as a Controller. As used herein, any references to the: (a) "Customer" shall hereafter include Customer and its Authorized Affiliates; (b) unless otherwise specified, "GoTo" shall hereafter include GoTo and its Affiliates; and (c) "Agreement" will be construed to include this DPA. All capitalized terms not defined herein shall have the meaning given to them in the Agreement. This DPA consists of distinct parts: the main body of the DPA, and, as applicable, Schedules 1 (Approved Sub-processors), 2 (Description of the Transfer), 3 (Provisions Related to the Standard Contractual Clauses), and 4 (Technical and Organizational Measures). By executing this DPA, GoTo and Customer agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

To execute this DPA, Customer must:
1.   Complete the information in the signature box and sign on Page 6; and
2.   Send the completed and signed DPA to GoTo by email to DPA@goto.com. Such DPA shall become legally binding upon receipt (provided that the terms of the DPA have not been supplemented, overwritten, or otherwise modified).

Signature by Customer and GoTo on page 6 of this DPA constitutes signature and acceptance of the Standard Contractual Clauses including its Appendix (as populated by the information located in this DPA and its schedules), and/or any permissible variations specified herein, to the extent the Standard Contractual Clauses and/or its variations are applicable and required for the lawful transfer and Processing of Personal Data.

HOW THIS DPA APPLIES

This DPA is executed by and between the Parties. Customer's Authorized Affiliates will also be covered by this DPA, provided that Customer shall remain responsible for their acts and omissions. For the avoidance of doubt, the Customer entity that is the contracting party to the Agreement shall, on behalf of itself and its Authorized Affiliates: (a) remain responsible for coordinating, making, and receiving all communication with GoTo under this DPA; and (b) exercise any of its own or its Authorized Affiliates' rights herein in a combined manner.

DATA PROCESSING TERMS

1.   **DEFINITIONS**

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

"**CCPA**" means the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 or "CPRA", and its implementing regulations, in each case, upon becoming final and going into full force and effect; Cal. Civ. Code § 1798.100-1798.199.100 et seq.

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

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

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

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

"**Data Subject Request**" means a request from a Data Subject to exercise their right: (i) of access; (ii) of rectification; (iii) of restriction of processing; (iv) of erasure (e.g., a "right to be forgotten"); (v) of data portability; (vi) to know any first- or third-party sharing

activities; (vii) to know GoTo's relevant processing activities; (viii) to review the consequences of any objections or consent withdrawals; (ix) to not be subject to automated individual decision making; and/or (x) to object to Processing.

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

"**LGPD**" means Brazil Law No. 13.709, the General Law on Protection of Personal Data, as amended.

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

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

"**Personal Data**" means any information relating to: (i) an identified or identifiable natural person (e.g., a Data Subject or Consumer); (ii) a household under CCPA; and/or (iii) any elements that constitute personal information or a similar construct under applicable law, in each case, where such information is maintained on behalf of the Controller by the Processor within its Services environment and is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws and Regulations.

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

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

"**Security Incident**" means any breach of GoTo's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content, including any Personal Data therein, transmitted, stored, or otherwise Processed by GoTo or its Sub-processors of which GoTo becomes aware.

"**Standard Contractual Clauses**" means the standard contractual clauses, also known as "SCCs," attached to the European Commission's Implementing Decision (EU) 2021/914 found at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

"**Sub-processor**" means any Processor engaged by GoTo to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA or GoTo.

"**Supervisory Authority**" means an independent public authority established under applicable law to oversee compliance with Data Protection Laws and Regulations.

"**Swiss FADP**" means the Swiss Federal Act on Data Protection of 19 June 1992 and its corresponding ordinances, in each case, as may be amended, superseded, or replaced.

"**Technical and Organizational Measures**" or "**TOMs**" means the applicable technical and organizational measures documentation located in Schedule 4 of this DPA.

"**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the Information Commissioner under S119A Data Protection Act 2018, which can be found at https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data by GoTo on behalf of Customer, Customer is the Controller, GoTo is the Processor, and GoTo will engage Sub-processors as further detailed in Section 5 (Sub-processors) below.

2.2 Customer's Responsibilities. When using the Services, Customer shall Process Personal Data in accordance with Data Protection Laws and Regulations, including maintaining lawful basis (e.g., consent) and rights to use and provide Personal Data, as part of Customer Content. Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations.

2.3 GoTo's Responsibilities. GoTo shall treat Customer's Personal Data in a confidential manner, consistent with Section 6 of this DPA, and shall only Process Customer's Personal Data on its behalf and in accordance with Customer's documented instructions, which are deemed given, for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. As required under Article 28 of the GDPR, to the extent such Processing of Personal Data includes transfers of Personal Data to a third country or an international organization as legally required by European Union or Member State law to which GoTo is subject, GoTo shall inform the Customer of that legal requirement before initiating Processing, unless the applicable European Union or Member State law prohibits such information on important grounds of public interest. GoTo shall immediately inform Customer if, in its opinion, it believes that any instructions of Customer conflict with or violate the requirements of Applicable Data Protection Laws and Regulations.

2.4 Processing Details. The categories of Data Subjects, categories of Personal Data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature and purpose of Personal Data transfer and Processing, retention of Personal Data, and subject matter of the Processing are specified in Schedule 2 (Description of the Transfer) of this DPA.

3. **RIGHTS OF DATA SUBJECTS**

Unless legally prohibited from doing so, GoTo shall promptly notify Customer and/or direct the applicable Data Subject to Customer in the event that it receives a Data Subject Request. Taking into account the nature of the Processing, GoTo shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests related to a Data Subject's rights under Data Protection Laws and Regulations.

4. **GOTO PERSONNEL**

GoTo shall ensure that its personnel engaged in the Processing of Personal Data: (a) are informed of the confidential nature of the Personal Data and have executed written confidentiality agreements; (b) have received appropriate training on their responsibilities, specifically pertaining to security and privacy measures; and (c) only have access to Personal Data to the extent reasonably determined to be necessary in order to perform any obligations, responsibilities, or duties as further specified in this DPA and the Agreement. Further, to the extent permitted by applicable law, GoTo shall ensure that the confidentiality obligations specified in this Section 4 shall survive the termination of the personnel engagement.

5. **SUB-PROCESSORS**

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that: (a) GoTo's Affiliates may be retained as Sub-processors; and (b) GoTo may engage third-party Sub-processors in connection with the provision and operation of the Services. Prior to engaging any Sub-processors (whether a third-party or GoTo Affiliate), GoTo shall carry out appropriate due diligence on the Sub-processor and enter into a written agreement with each Sub-processor which provides for sufficient guarantees from the Sub-processor to implement appropriate technical and organizational measures containing the same level of data protection obligations with respect to the protection of Customer Content such that the processing will meet the requirements of applicable Data Protection Laws and Regulations.

5.2 **Current Sub-processors and Notice of New Sub-processors.** Customer approves the Sub-processors referenced in Schedule 1 of this DPA. GoTo or a GoTo Affiliate may remove, replace or appoint suitable and reliable (further) Sub-processors at its own discretion in accordance with this Section 5.2 and Section 5.3. GoTo's most up-to-date list of Sub-processors utilized for the Services and their geographic location ("Sub-processor Disclosure") may be found at GoTo's [Trust and Privacy Center](http://www.goto.com/company/trust) (also accessible via http://www.goto.com/company/trust under the "Product Resources" tab). GoTo shall inform Customer of any new Sub-processors by providing an updated disclosure on its Trust and Privacy Center at www.goto.com/company/trust as well as via e-mail no less than fifteen (15) business days before authorizing such Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. To enable receipt of such e-mail notifications, Customer may subscribe here (also available at https://lp.logmeininc.com/sub-processor-preference.html).

5.3 **Objection Rights.** Customer may, in good faith, reasonably object to use by GoTo of a new Sub-processor by notifying GoTo promptly in writing (e-mail acceptable) within fifteen (15) business days after GoTo's notice in accordance with the mechanism set out in Section 5.2. Customer's notice of objection shall explain the Customer's good faith, reasonable grounds for the objection. If Customer objects to a new Sub-processor, GoTo will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the Parties are unable to resolve such objection or GoTo is otherwise unwilling to resolve or make available such change within a reasonable period of time, Customer may, by providing written notice to GoTo, terminate the applicable Order Form(s) with respect to those Services which cannot be provided by GoTo without the use of the objected-to new Sub-processor. GoTo will refund Customer any prepaid, unused, fees covering the remainder of the term of such Order Form(s) following the effective date of termination solely with respect to such terminated Services and will not impose any penalty for such termination.

5.4 **Liability.** GoTo shall be liable for the acts and omissions of its Sub-processors to the same extent GoTo would be liable if performing the applicable Sub-processor services directly under the terms of this DPA.

6. **SECURITY**

6.1 **Protection of Customer Content.** Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, GoTo shall implement and maintain appropriate technical and organizational measures for protection of the security (including protection against a Security Incident), confidentiality, and integrity of Customer Content, as set forth in the applicable Technical and Organizational Measures (Schedule 4). GoTo regularly monitors compliance with these measures and will not take any action to, intentionally or negligently, materially decrease the overall security of the Services during a subscription term.

6.2 **Third-Party Certifications and Audits.** GoTo shall make available to Customer all information necessary to demonstrate compliance with its obligations under applicable Data Protection Laws and Regulations by making available, upon Customer's request and no more than once annually: (a) any written technical documentation that GoTo makes available or generally

provides to its customer base; and (b) information regarding GoTo's compliance with the obligations in this DPA, in the form of applicable third-party certifications and/or audits, including those specified in the applicable Technical and Organizational Measures (Schedule 4). Where required under Data Protection Laws and Regulations, the preceding may also include relevant information and documentation about GoTo's Sub-processors, to the extent such information is available and may be distributed by GoTo. Should additional audit activities be deemed reasonably necessary, for example if there is: (i) a requirement under Data Protection Laws and Regulations; (ii) a Security Incident; (iii) a material adverse change or reduction to the relevant data protection practices for GoTo's Services; and/or (iv) a breach of the material terms of this DPA, Customer may contact GoTo to request an audit by Customer directly or by an auditor appointed by Customer of the procedures relevant to the protection of Personal Data under this DPA. Before the commencement of any such audit, Customer and GoTo shall mutually agree upon the scope, timing, duration, and/or reimbursable expenses (if any and solely to the extent permitted by Data Protection Laws and Regulations) of the audit. Customer shall: (a) promptly provide GoTo with information regarding any non-compliance discovered during the course of an audit; and (b) use best efforts to minimize interference with GoTo's business operations when conducting any such audit.

6.3 Data Protection Impact Assessment. If, pursuant to Data Protection Laws and Regulations, Customer is required to perform a data protection impact assessment, prior consultation with a Supervisory Authority having appropriate jurisdiction, privacy impact assessment, or the equivalent construct, in connection with their use of the Services provided by GoTo under this DPA, GoTo shall provide reasonable cooperation and assistance to Customer in helping to fulfill these obligations, to the extent such information is available to GoTo.

7. NOTIFICATIONS REGARDING CUSTOMER CONTENT

GoTo maintains security incident management policies and procedures, as further specified in the Technical and Organizational Measures, and shall notify Customer, without undue delay, of a Security Incident. Notification provided under this Section 7 shall not be interpreted or construed as an admission of fault or liability by GoTo. GoTo shall make reasonable efforts to identify the cause of such Security Incident and take those steps as GoTo deems necessary and reasonable to remediate the cause of such a Security Incident to the extent the remediation is within GoTo's reasonable control. Additionally, GoTo shall provide Customer with relevant information about the Security Incident, as reasonably required to assist Customer in ensuring Customer's compliance with its own obligations under Data Protection Laws and Regulations, such as to notify any Supervisory Authority or Data Subject in the event of a Security Incident.

8. DELETION AND RETURN OF CUSTOMER CONTENT

Following the termination or expiration of Customer's Agreement, Customer's discontinuation of the use of their GoTo account, or earlier upon Customer's written request, GoTo shall delete and make irretrievable Customer Content, including any Personal Data therein, to the extent allowed by applicable law. Automatic data retention periods shall be in accordance with the procedures and timeframes specified in the applicable Technical and Organizational Measures. GoTo shall certify the deletion of Customer Content and, upon request, shall provide proof of such certification and/or deletion. Additionally, upon Customer's written request, where permissible by applicable law, GoTo shall either: (i) return to Customer or Customer's representative any Customer Content, including any Personal Data therein, retained by GoTo; or (ii) direct Customer on how to conduct a self-service data export (where available).

9. LIMITATION OF LIABILITY

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

10. EUROPEAN-SPECIFIC PROVISIONS

The following provisions shall apply to the extent that: (i) Customer is located in the European Union/European Economic Area; or (ii) is located outside of the European Union/European Economic Area but remains subject to the GDPR:

10.1 GDPR. To the extent GoTo engages in Processing of Personal Data on behalf of Customer, it shall do so in accordance with the requirements of the GDPR directly applicable to GoTo in the provision of its Services.

10.2 Standard Contractual Clauses. The Standard Contractual Clauses shall apply in addition to the DPA for any transfers of Personal Data under this DPA from the European Union, the European Economic Area, and/or Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories. The Standard Contractual Clauses, pursuant to this Section 10.2, shall be structured as follows: (i) Module Two (Controller to Processor) terms shall apply and Modules One, Three, and Four shall be deleted in their entirety; (ii) Clause 7 shall be deleted in its entirety and the Parties acknowledge that they may add additional entities to this DPA by executing an additional DPA, as made available at www.goto.com/company/legal; (iii) in Clause 9, Option 2 shall apply (as detailed in Section 5 of this DPA); (iv) in Clause 11, the optional independent dispute resolution body that GoTo makes available to Data Subjects

at no cost is provided through TrustArc, a third-party privacy firm, at https://feedback-form.truste.com/watchdog/request; (v) in Clause 17, Option 1 shall apply and the Standard Contractual Clauses shall be governed by Irish law; (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland; and (vii) the Annexes of the EU Standard Contractual Clauses shall be populated with the information set out in the Schedules to this DPA.

10.3 Alternative Data Transfer Mechanism. For the avoidance of doubt, should the transfer mechanism identified in Section 10.2 be deemed invalid by a Supervisory Authority or court with applicable authority, the Parties shall endeavor in good faith to negotiate an alternative mechanism (if available and required) to permit the continued transfer of Personal Data.

11. CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

Within this Section 11, any capitalized term not defined in the DPA shall have the meaning given in the CCPA. The following provisions shall apply to the extent that Customer: (i) resides in California; or (ii) is located outside of California but remains subject to the CCPA:

11.1 California Privacy Rights. To the extent GoTo Processes Personal Data on behalf of Customer, it shall do so in accordance with the requirements of the CCPA directly applicable to GoTo in the provision of its Services.

11.2 Affirmations. GoTo shall: (a) provide an appropriate level of privacy protection as required by the CCPA; (b) notify Customer if it can no longer meet its obligations under the CCPA; (c) grant Customer the right, subject to Section 6.2 of the DPA (Third-Party Certifications and Audits), to take reasonable and appropriate steps to ensure that GoTo's use of Personal Data is consistent with GoTo's privacy and security obligations under the Agreement and CCPA; and (d) upon Customer's request, which shall be provided to GoTo with reasonable advanced notice, cooperate with Customer to determine reasonable and appropriate steps to stop and remediate unauthorized use (i.e., use that is inconsistent with the terms of the Agreement and/or Data Protection Laws and Regulations) of Customer Personal Data.

11.3 Restrictions. GoTo shall not sell Customer Personal Data or otherwise share, use, combine (with another source), or disclose Customer Personal Data except where permitted under the Agreement or Data Protection Laws and Regulations, pursuant to a direct business relationship with Customer, and/or as a Service Provider pursuant to a Business Purpose [i.e., to provide, operate, support, develop, and secure the Services (each a "Business Purpose")].

12. APEC PRIVACY RECOGNITION FOR PROCESSORS

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

13. BRAZILIAN GENERAL DATA PROTECTION LAW (LGPD)

For Customers and/or Data Subjects who are residents of the Federal Republic of Brazil, GoTo shall, where applicable: (a) provide its Services under the express obligations imposed by the LGPD on a Data Processor for the benefit of a Data Controller; and (b) as required under Articles 33 through 36 of the LGPD, transfer Personal Data on the basis of the Standard Contractual Clauses, as modified in accordance with the LGPD.

14. INTERNATIONAL TRANSFERS

For applicable jurisdictions outside of the European Economic Area, the Standard Contractual Clauses and/or standard contractual clauses that may be approved by a European Commission decision shall be utilized where required and/or permitted for the lawful transfer of Personal Data, provided that such terms shall be amended to align with Data Protection Laws and Regulations, as well as to reflect the appropriate GoTo contracting entity, choice of law, and location of disputes.

15. TRANSFERS FROM THE UNITED KINGDOM

For Customers and/or Data Subjects who are residents of the United Kingdom, GoTo shall, where applicable: (a) provide its Services in accordance with its obligations under the UK Addendum, which is incorporated into this DPA by reference; and (b) as required by applicable law, transfer and process Personal Data on the basis of the Standard Contractual Clauses, as modified in accordance with the UK Addendum. The UK addendum shall be structured as follows: (i) Table 1 shall be populated by the information in Schedule 3 of the DPA; (ii) Table 2 shall be populated by the information in Section 10.2 of the DPA; (iii) Table 3 shall be populated by Schedules 1-4 of the DPA; and (iv) in Table 4, either the Importer or the Exporter may terminate this Addendum.

16. TRANSFERS FROM SWITZERLAND

For Customers and/or Data Subjects who are residents of Switzerland, GoTo shall, as required by applicable law, protect, transfer, and process Personal Data on the basis of the Standard Contractual Clauses, which are incorporated into this DPA by reference. Where this section applies, the Standard Contractual Clauses shall be modified as follows: (i) references to "Regulation (EU)

2016/679" shall be interpreted as references to the Swiss FADP; (ii) references to "EU," "Union," and "Member State" shall be amended to include Switzerland; (iii) references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the "Swiss Federal Data Protection and Information Commissioner" and the "competent Swiss courts"; (iv) the term "member state" as used in Standard Contractual Clauses shall not be interpreted to exclude Data Subjects in Switzerland from exercising applicable rights (e.g., in their habitual place of residence); and (v) the Standard Contractual Clauses shall be governed by the laws of Switzerland and disputes shall be resolved before the Swiss courts having appropriate jurisdiction.

17. LEGAL EFFECT AND CONFLICT

This DPA shall become legally binding between Customer and GoTo upon execution of the Agreement. Once effective, this DPA shall be incorporated into and form part of the Agreement or applicable Order Form. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the Parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will control.

List of Schedules:
Schedule 1: Approved Sub-Processors
Schedule 2: Description of the Transfer
Schedule 3: Provisions Related to the Standard Contractual Clauses
Schedule 4: Technical and Organizational Measures

The Parties' authorized signatories have duly executed this Agreement:

[SIGNATURE BLOCK REMOVED]

To request an executable copy of the DPA in lieu of electronically signing the form available at
https://powerforms.docusign.net/87db4c61-3929-4ccb-ab58-b202e064c4a1?accountId=2fc7f537-ce47-40f9-98aa-629bc5e58f4a&env=www, please email dpa@goto.com.

Customer authorizes the Sub-processors disclosed via the applicable hyperlinks below and in the Trust & Privacy Center (also accessible in the Product Resources section at https://www.goto.com/company/trust/resource-center) to provide and operate the GoTo Services to which they have subscribed under their Agreement:

- GoTo's Affiliate Sub-processor Disclosure
- Unified Communications and Collaboration
  - GoTo Connect
  - GoTo Contact Center
  - GoTo Customer Engagement
  - GoTo Meeting / GoTo Webinar / GoTo Training
  - Grasshopper
  - join.me

- Remote Support Group
  - GoTo Resolve
  - Central / Pro
  - GoToAssist
  - GoToAssist Corporate
  - GoToAssist Remote Support (formerly, RescueAssist)
  - GoToMyPC
  - Rescue / Rescue Live Lens / Rescue Live Guide
  - Miradore
  - Resolve MDM

Categories of Data Subjects

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

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users (who are natural persons) authorized by Customer to use the Services

Categories of Personal Data Transferred

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

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- Device identification data and traffic data (e.g., MAC addresses, web logs, etc.)
- Professional life data
- Personal life data
- Localisation data

Sensitive Data Transferred (If Applicable)

The Parties do not anticipate that any sensitive data will be transferred. However, it is possible for the Customer to choose to submit sensitive data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and for which relevant safeguards are specified in Schedule 4 herein.

Frequency of the Transfer

The frequency, type, nature, and purpose of the data transfer will be dependent upon the Customer's individual use case (i.e., transfer frequency may be continuous and/or may be limited in time to a specific session or event).

Nature and Purpose of Personal Data Transfer and Processing

GoTo will Process and transfer Personal Data, in its capacity as a Processor, and engage Sub-processors, as necessary to perform and operate the Services pursuant to the Agreement, as further specified in the applicable list of Approved Sub-Processors (Schedule 1) and Technical and Organizational Measures documentation (Schedule 4), and to the extent further instructed by Customer through its use of the Services.

Retention of Personal Data

GoTo will Process and retain Personal Data, in its capacity as a Processor, for the duration of the Agreement (unless otherwise and/or as further specified in the Technical and Organizational Measures), unless otherwise agreed upon in writing or required by applicable law.

Subject-Matter of the Processing

GoTo provides, directly and through its Sub-processors, a portfolio of cloud-based communication and collaboration, customer engagement, and support solutions. The objective and subject of the Processing of Personal Data by GoTo, as a Processor, is servicing Customer and providing, supporting, and operating the provision of the Services.

Identified Parties and Competent Supervisory Authority

Data Exporter

Name: Customer and its Authorized Affiliates established within the European Economic Area and/or Switzerland.

Address: The Customer address identified on the relevant order documentation or Order Form, as applicable.

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

Activities Relevant to the Data Transferred Under the Standard Contractual Clauses: Customer (data exporter) procures GoTo's (data importer) Services in the fields of cloud-based unified communication and collaboration, customer engagement, and support solutions.

Role: Data Controller

Competent Supervisory Authority: The supervisory authority of the EEA Member State in which Customer is established or, if Customer is not established in the EEA, the EEA Member State in which Customer's representative is established or in which Customer's end-users or customers are predominantly located.

Data Importer

Name: The name of the specific GoTo importing organization shall be as follows:

Country	GoTo Entity (as applicable)
United States	GoTo Group, Inc. GoTo Technologies USA, Inc. GoTo Communications, Inc. Grasshopper Group, LLC
Ireland (outside of the EEA and EU)	GoTo Technologies Ireland Unlimited Company

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

Contact Person's Name, Position, and Contact Details: GoTo Privacy Team, tel.: 781-897-5580; e-mail: DPA@goto.com

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

Role: Data Processor

SCHEDULE 4 – TECHNICAL AND ORGANIZATIONAL MEASURES
Last Updated: May 1, 2023

GoTo will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data uploaded to the Services or otherwise maintained on behalf of Customer (as Data Controller), as described in the Technical and Organizational Measures made accessible below and via GoTo's [Trust and Privacy Center](link) at [www.goto.com/company/trust](link) under the "Product Resources" tab (for best results, use the "Filter By" capability to indicate the applicable Service) and available by direct link below. GoTo reserves the right to update the Technical and Organizational Measures from time-to-time.

- Unified Communications and Collaboration
  - [GoTo Connect](link)
  - [GoTo Contact Center](link)
  - [GoTo Customer Engagement](link)
  - [GoTo Meeting / GoTo Webinar / GoTo Training](link)
  - [join.me](link)

- Remote Support Group
  - [GoTo Resolve](link)
  - [Central / Pro](link)
  - [GoToAssist](link)
  - [GoToAssist Corporate](link)
  - [GoToAssist Remote Support (formerly RescueAssist)](link)
  - [GoToMyPC](link)
  - [Rescue / Rescue Lens](link)
  - [Rescue Live Lens](link)
  - [Rescue Live Guide](link)
  - [Miradore](link)