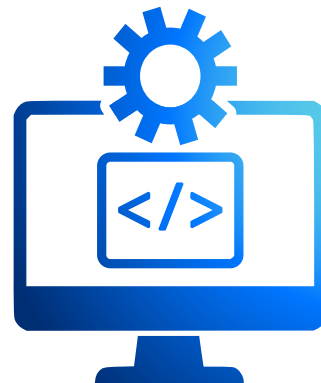


Marketing and Website Services

Our Digital Marketing Team is an experienced marketing and website services provider for Clopay dealers. Our long-lasting partnership with Clopay is a testament to the trusted expertise, excellent service, and results GO2 Partners provides.

With GO2 Partners, you'll discover more than a service provider; you'll find a dedicated partner ready to grow your business with innovation, tailored strategies, and a deep understanding of your unique needs.



Websites

GO2 Partners makes the web design process easy. We work with you to determine your business goals and give you various website options to customize with your brand. With our templates crafted to drive engagement and leads, your business can be set up for long-term growth.

Our website features:

- + Customizable website templates styled to match your desired color scheme and brand
- + Guided Selling Tools: Door Imagination System, Guide Me Quiz, Comparison Chart, and the Lookbook
- + Integrated live Residential and Commercial Product Feeds from Clopay tailored to your specific product offerings
- + Online Contact and Service Request forms are automatically routed to the dealer's email.
- + Domain hosting and assistance with domain name purchase, if needed
- + HTTPS Certificate
- + 1 hour of GO2 Partners Support, including requested site updates, content writing advice, and website marketing tips
- + Bi-annual reporting that includes traffic analytics, insights, and website performance

SEO That Helps Your Garage Door Company Generate More Calls

WHAT IS SEO?

Search Engine Optimization (SEO) is the process of improving your website so it appears higher in Google and other search engines when homeowners are looking for garage door repair, garage door installation, spring replacement, opener repair and other services you provide.

Simply put, SEO helps more qualified people find your business without paying for every click.

Unlike Google Ads, where traffic stops when you stop spending, SEO builds a long-term asset that can continue generating leads month after month.

WHY DOES SEO MATTER?

Most homeowners begin their search online.

When someone searches:

- + Garage door repair near me
- + Broken garage door spring
- + New garage door installation
- + Garage door opener repair
- + Emergency garage door service

...they're usually looking to hire someone soon.

The companies that consistently appear near the top of search results receive the majority of those clicks, phone calls and estimate requests.

Good SEO helps your business:

- + Generate more qualified leads
- + Increase phone calls and form submissions
- + Reduce dependence on paid advertising
- + Build long-term visibility in your service area
- + Grow revenue year after year

Our goal isn't to improve rankings just for the sake of rankings.

Our goal is to help your business book more profitable jobs.

WHAT WE DO

A successful SEO campaign includes many moving parts working together.

Our program focuses on:

- + Optimizing your website for important garage door services
- + Building strong city and service area pages
- + Improving site speed and user experience
- + Fixing technical SEO issues
- + Publishing helpful content that answers homeowners' questions
- + Optimizing your Google Business profile
- + Strengthening your website's authority through quality backlinks
- + Monitoring rankings, traffic and lead generation

Everything is designed around attracting homeowners who are actively searching for garage door services.

SEO NOW INCLUDES AI (AEO)

Search is changing.

Google's AI overviews and AI-powered search tools increasingly answer questions before users even click on a website. Other platforms like ChatGPT, Gemini and Perplexity are also becoming popular ways for homeowners to research projects and find local businesses.

This is where Answer Engine Optimization (AEO) comes in.

Rather than creating content only for traditional search rankings, we also structure your website so AI platforms can easily understand, reference, and recommend your business.

That means creating:

- + Clear service pages
- + Helpful homeowner resources
- + Well-organized website content
- + Strong local business signals
- + Trusted information that search engines and AI systems can confidently reference

Today's SEO isn't just about ranking in Google. It's about increasing your visibility wherever people search for answers.

HOW LONG DOES SEO TAKE?

SEO is a long-term growth strategy.

While every market is different, most businesses can expect something like this:

Months 1-2

- + Website improvements
- + Technical optimization
- + Content planning
- + Initial local SEO work

Months 3-6

- + Increased keyword rankings
- + More organic website traffic
- + Growth in phone calls and quote requests

Months 6-12+

- + Stronger local authority
- + More consistent lead generation
- + Continued growth as additional content and authority are built

Competitive markets may take longer, while smaller markets can often see momentum sooner.

WHAT SHOULD YOU EXPECT?

SEO is not an overnight solution.

It requires consistent work, ongoing optimization, and patience.

What you can expect from us is:

- + A clear strategy
- + Transparent reporting
- + Continuous improvements
- + Honest communication
- + A focus on generating real business results

We don't chase vanity metrics.

We measure success by increased visibility, qualified leads, booked jobs and revenue growth.

SEO WORKS EVEN BETTER ALONGSIDE GOOGLE ADS

Many of our clients run both Google Ads and SEO.

Google Ads generates leads immediately while SEO builds long-term visibility and lowers your reliance on paid advertising over time.

Together, they create a stronger online presence and help your business capture customers at every stage of their search.

THE BOTTOM LINE

SEO is an investment in the future of your business.

Done correctly, it helps your garage door company become easier to find, more trusted by homeowners, and better positioned to generate consistent leads for years to come.

Our objective is simple:

Help your garage door company earn more visibility, more qualified calls, more booked jobs and more revenue.

PPC (Pay-Per-Click) Advertising

Monthly Investment
\$349.00-\$2,495.00+/Month

GET INSTANT VISIBILITY. DRIVE LOCAL TRAFFIC. MAXIMIZE ROI.



CORE SERVICES INCLUDED

Campaign Setup & Strategy

- + Higher Google Maps rankings
- + Increased local search visibility
- + More website traffic from your area

Ad Creation & Testing

- + Compelling ad copy with local focus
- + Ad extensions (location, call, sitelink, callout, promos, etc.)
- + A/B testing for continuous improvement
- + Mobile-optimized ad variations

Advanced Targeting

- + Geographic targeting with custom radiuses
- + Demographic and interest-based audiences
- + Remarketing campaigns for website visitors
- + Competitor audience targeting

Bid Management & Optimization

- + Bid adjustments based on performance
- + Automated bidding strategy implementation when appropriate
- + Budget allocation across campaigns
- + Cost-per-click optimization

MODERN PPC ADVANTAGES

AI-Powered Optimization

- + Google's Smart Bidding strategies
- + Performance Max campaigns for maximum reach (when appropriate),
Responsive search ads with dynamic content

Real-Time Performance Dashboard

- + Up-to-date campaign metrics and spend tracking
- + Conversion tracking and ROI analysis
- + Keyword performance insights
- + Competitor positioning data

WHAT YOU'LL SEE

- + Immediate SERP visibility
- + Increased local leads and phone calls
- + Detailed ROI tracking and reporting
- + Ongoing optimized campaign for efficiency
- + Consistent local market presence

Google Local Service Ads Management

SHOWCASE YOUR BUSINESS. PAY PER VERIFIED LEAD.

- + Business Bio setup
 - + Bidding & Budget Optimization
 - + Service location Setup
 - + Job Type optimization
 - + Lead quality monitoring
-

PPC Pricing Tiers

\$349/month

- + For businesses spending up to \$1,000/month on any combination of Google Ads and LSAs

\$625/month

- + For businesses spending up to \$2,500/month on any combination of Google Ads and LSAs

\$1,395/month

- + For businesses spending between \$2,501 - \$7,500/month on any combination of Google Ads and LSAs

\$2,495/month

- + For businesses spending more than \$7,501/month (up to \$20,000/month) on any combination of Google Ads and LSAs

By investing in a true partnership, we are all committed to the same goal:

INCREASED SALES FOR YOU

[Explore Website Template](#)

<https://growth.go2partners.com/clopay-sample-sites>

We have several packages to choose from.

- + Subscription based model based on our current templates that just includes the Website Package.
 - The pricing is \$199.00/month plus a \$599.00 one-time setup fee
- + Subscription based model based on our current templates that includes a new website and our SEO (Search Engine Optimization) package
 - The pricing is \$750.00/month plus a \$799.00 one-time setup fee
- + Custom Packages
- + Digital Marketing Packages
 - PPC Pricing Only (Paid Per Click Advertising)
 - o The pricing is only for the management fee. This does not include the ad spend. The client is responsible for paying Google directly for the total per month ad spend. The pricing ranges between \$349.00-\$2,495.00+/month based on the total ad spend.

Choose Your Package

WEBSITE SUBSCRIPTION ONLY

☐

\$199.00/month plus \$599.00 one-time setup fee

- + This is a subscription-based model with the option of selecting one of the current templates. This option only includes a new website. The one-time fee includes monthly hosting for one year; an annual hosting fee would apply after the first year.

WEBSITE/SEO SUBSCRIPTION

☐

\$750.00/month plus \$799.00 one-time setup fee

- + This is a subscription-based model with the option of selecting one of the current templates. This also includes our SEO package. The one-time fee includes monthly hosting for one year; an annual hosting fee would apply after the first year.

CUSTOM PACKAGE

Contact GO2 if you are looking for a custom package

ADD ON ADDITIONAL SERVICES

PPC Pricing Only (Pay Per Click Advertising)

The pricing is only for the management fee. This does not include the ad spend. The client is responsible for paying Google directly for the total per month ad spend.

\$349/month

- + For businesses spending up to \$1,000/month on any combination of Google Ads and LSAs

\$_____ ☐

\$625/month

- + For businesses spending up to \$2,500/month on any combination of Google Ads and LSAs

\$_____ ☐

\$1,395/month

- + For businesses spending between \$2,501 - \$7,500/month on any combination of Google Ads and LSAs

\$_____ ☐

\$2,495/month

- + For businesses spending more than \$7,501/month (up to \$20,000/month) on any combination of Google Ads and LSAs

\$_____ ☐

SEO That Opens Doors to More Business

MORE VISIBILITY. MORE CALLS. MORE GARAGE DOOR JOBS.

RANK
HIGHER.
GET FOUND.
GET MORE
JOBS.

Our SEO program helps garage door companies get found by homeowners who are actively searching for your services — so you can generate more calls, book more jobs and grow your revenue.



Attract More
Qualified Leads



Increase Phone
Calls and Quote
Requests



Build Long-
Term Visibility



Reduce Dependence
on Paid Ads



Drive More Revenue
Year After Year

WHAT IS SEO?

Search Engine Optimization (SEO) is the process of improving your website so it ranks higher in Google and other search engines when homeowners look for garage door services like repair, installation, spring replacement, opener repair and more.



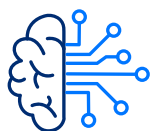
When your website shows up at the top, you get more clicks, more calls and more customers.

WHAT WE DO

- + Optimize your website for garage door services
- + Create strong city and service area pages
- + Improve site speed and user experience
- + Fix technical SEO issues
- + Publish helpful content that homeowners love
- + Optimize your Google Business profile
- + Build quality backlinks and local authority
- + Track rankings, traffic and leads

SEO NOW INCLUDES AI (AEO)

Search is evolving. AI overviews on Google and AI tools like ChatGPT, Gemini and Perplexity are changing how people find answers and businesses.



We optimize your website so both search engines AND AI platforms can understand, trust and recommend your business.

THIS MEANS:

- + Clear, helpful service pages
- + Well-structured content
- + Strong local signals
- + Trustworthy information AI can reference



HOW LONG DOES SEO TAKE?

MONTHS 1-2

- + Website improvements
- + Technical optimization
- + Content planning
- + Initial local SEO work

MONTHS 3-6

- + Keyword rankings improve
- + More organic traffic
- + More calls and quote requests

MONTHS 6-12+

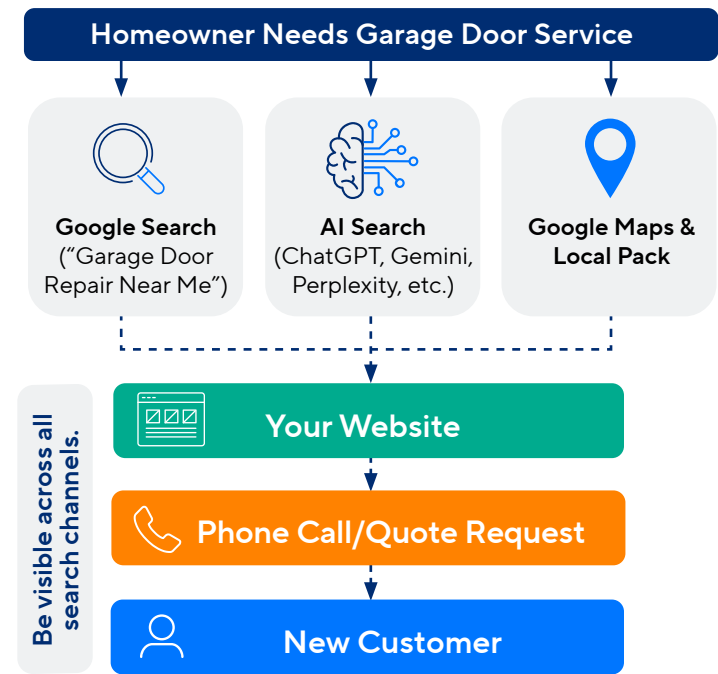
- + Stronger local authority
- + Consistent lead generation
- + Continued growth & higher revenue

Timelines vary by market and competition.
Consistent effort creates compounding results.

SEO, GOOGLE ADS & LOCAL SERVICE ADS HOW THEY COMPARE

FEATURE	GOOGLE ADS	SEO + AEO	LOCAL SERVICE ADS
Time to Results	Days	3-12 Months	Days
Traffic Source	Paid	Organic & AI Search	Paid (Google Guaranteed)
Builds Long-Term Value?	Limited	Yes	Limited
Best For	Immediate Calls	Sustainable Growth	Immediate Calls & Visibility

WHERE CUSTOMERS FIND YOU



WHAT TO EXPECT

- SEO is a long-term strategy that produces lasting results.
- You'll receive transparent reporting and clear updates.
- We focus on real business results, not vanity metrics.
- We're your partner in growth for the long haul.

We measure success by more visibility, qualified calls, booked jobs and revenue.

WHAT SUCCESS LOOKS LIKE



Standard Terms and Conditions for Digital Projects

This Statement of Standard Terms and Conditions for Digital Projects ("Terms") is between GO2 Partners, Inc. ("GO2") and Client. For any current business between the Parties, this Statement of Terms is made effective on January 4, 2023 and has been amended herein. For any future business between the Parties, this Statement of Terms is effective on the date the Service Order, Statement of Work, or Accepted Proposal (each and collectively the "Agreement") is signed by the Client. GO2 and Client are each a "Party" and jointly are the "Parties".

RECITALS

GO2 has service capabilities it wishes to utilize for the benefit of parties requiring such capabilities. Client desires to obtain such services, and GO2 desires to provide such services to Client upon the terms and conditions of this Statement.

1. Definitions

"Agreement" means the Master Services Agreement and any additional attachments, Service Orders, Statements of Work, and accepted Proposals that are agreed to by the Parties.

"AI" means Artificial Intelligence i.e. Applications or APIs powered by large language models or machine learning.

"Client" means any organization that has entered into an Agreement indicating acceptance of the terms.

"Client Content" means the content that Client incorporates and makes available in the Client Solution.

"Client Solution" means the applications GO2 creates for the Client which have been authorized by the Agreement.

"Confidential Information" means the information that is disclosed by either Party, or to which either Party has access, that the recipient knows or should reasonably be expected to know is confidential to the other Party or a third party.

"Creative Deliverables" means specifically identified creative assets such as, but not limited to, images, copy, artwork, and video developed exclusively for the Client. Such Creative Deliverables will be listed in any associated Agreement as applicable.

"Effective Date" means the date of execution of the Agreement by both Parties.

"Non-GO2 Application" means a Web-based, mobile, offline or other software application functionality that is provided by Client or a third party and interoperates with the Client Solution, including, for example, an application that is developed by or for the Client.

"Security Policy" means the GO2 policy that defines GO2's security and privacy standards and practices as that policy may be amended from time to time during the term of the Agreement. The Security Policy attached as a part of the Agreement.

"Services" means the design, software development, other programming and consulting services performed by GO2 for Client. The Services are further described in Agreements that are subject to these Terms and Conditions.

"Service Order" means a description of Services to be provided under the Agreement that (i) is in writing and agreed to by the Parties, and which expressly states it is a Service Order, a Statement of Work, or a Proposal governed by the terms and conditions of this Statement, (ii) incorporates a description of the Services and applicable fees, and (iii) is executed by an individual from each Party who has the authority to contractually bind that Party.

"Transactional Data" means all information collected by GO2, or to which GO2 has access under the Agreement, that relates to the business transactions between Client and Client's Users and other third parties.

"Users" means the businesses and individuals whom Client authorizes to have access to the Client Solution and for whom Client has purchased a subscription and to whom Client or, when applicable, GO2 at Client request, have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Client employees, consultants, contractors and agents, and third parties with which Client transacts business.

2. Client Use of Services and Content

- 2.1 During the term of the Agreement, GO2 will provide each Service during the applicable Service term. Client will provide to GO2 in a timely manner all of the information and assistance that GO2 reasonably requires from Client for GO2 to deliver the Services.
- 2.2 Subscriptions. As detailed in the applicable Agreement, some Services and access to content are purchased as subscriptions. Subscriptions may include platform fees, order fees, commerce fees, support fees, or other fees as GO2 and Client may agree.
- 2.3 Client Responsibilities. Client will (a) be responsible for all Client's Users compliance with the Agreement (b) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquired Client Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify GO2 promptly of any such unauthorized access or use by any party, (d) use Services and Content only in accordance with the Agreement, and applicable laws and government regulations, and comply with terms of service of any Non-GO2 Applications with which Client's use Services or Content, and (e) pay any undisputed invoiced amounts within the invoice terms. Client is responsible for the issuance and management of all Client, Client User, and Client Affiliate User ID's and logon credentials. Client understands and acknowledges that GO2 may suspend or terminate access to the GO2 Services in response to a violation or breach of the Agreement and as GO2 deems reasonably necessary to address security, performance, and maintenance issues.
- 2.4 Usage Restrictions. Client will use the Services and Content for the commercial use for which they are intended and Client will not (a) make any GO2 Service or Content available to, or use any Service or Content for the benefit of, anyone other than Client, Client Users, or Client Customers, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-GO2 Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use the Services or Non-GO2 Application to store or transmit Malicious Code, interfere with or disrupt the integrity or performance of any Services or third party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Intellectual Property except as permitted under the Agreement, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy content except as permitted herein, j) frame or mirror any part of any Service or Content, other than framing one Client's own intranets or otherwise for Client's own internal business purposes, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service. Any use of the Services in breach of the Agreement, by Client or Client Users that in GO2's judgment threatens the security, integrity or availability of GO2 Services, may result in GO2's immediate suspension of the Services, however, if possible, GO2 will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. GO2 reserves the right to limit size of data distributions if they impact system performance.
- 2.5 Removal of GO2 Content and Non-GO2 Applications. If GO2 is required by a third party to remove content, or receives information that Content provided to Client may violate applicable law or third-party rights, GO2 may so notify Client and in such event Client will promptly remove such Content from Client's websites. If GO2 receives information that a Non-GO2 Application integrating with GO2 Service by Client may violate applicable law or third-party rights, GO2 may so notify Client and in such event promptly disable such Non-GO2 Application or modify the Non-GO2 Application to resolve the potential violation.

3. Client Solution

- 3.1 Client may access and use the Client Solution solely for the purpose of Client's internal business purposes. Client's use of the Client Solution must comply with the GO2 Acceptable Use Policy (Section 11.7), and all applicable laws, including but not limited to export control laws and privacy laws. Client may give Users access to the Client Solution solely for the purposes of the conduct of Client's business through the Client Solution or providing professional services to Client with respect to the Client Solution.
- 3.2 Client is responsible for the acts and omissions of its Users, including but not limited to (i) violations of the GO2 Acceptable Use Policy, and (ii) breaches of security and data loss arising from those acts and omissions.
- 3.3 Client is responsible for all hardware, software and other products and services necessary for Client to access and use the Client Solution, and for all administrative support of Client's Users, including the establishment of User accounts and passwords.
- 3.4 GO2 may suspend or terminate access to the Client Solution in response to a violation of the GO2 Acceptable Use Policy, a breach of the Agreement, and as GO2 deems reasonably necessary to address security issues.

- 3.5 No license is granted to use any portion of the Client Solution in source code form. Client may not (i) modify any portion of the Client Solution, (ii) decompile, disassemble, reverse engineer, or use any other means to decode any portion of the Client Solution, (iii) copy or distribute any portion of the Client Solution, or (iv) permit others to do any of the foregoing.

4. Non-GO2 Providers

- 4.1 GO2 or third parties may make available third-party products or services, including, for example, Non-GO2 Applications and implementation and other consulting services such as web browsers, third party provided Live Chat services, advertising platforms and others. Any acquisition by Client of such products or services, and any exchange of data between Client and any Non-GO2 provider, product, or service is solely between Client and the applicable Non-GO2 provider. GO2 does not warrant or support Non-GO2 Applications or other Non-GO2 products or services. Should GO2 engage on the Client's behalf in advertising on a third-party advertising platform, Client understands they are bound by the terms and conditions of said third-party advertising partners.
- 4.2. Non-GO2 Applications and Client Data. If Client chooses to use a NonGO2 Application with the Service, Client grants GO2 permission to allow the Non-GO2 Application and its provider to access Client Data as required for the interoperability of that Non-GO2 Application with the Service. GO2 is not responsible for any disclosure, modification or deletion of Client Data resulting from access by such Non-GO2 Application or its provider.
- 4.3. Integration with Non-GO2 Applications. The Services may contain features designed to interoperate with Non-GO2 Applications. To use such features, Client may be required to obtain approval from GO2 to effect such integration, and secure access for GO2 to such Non-GO2 Applications from their providers, and may be required to grant GO2 access to Client account(s) on such Non-GO2 Applications. GO2 cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non- GO2 Application ceases to make the Non-GO2 Application available for interoperability with the corresponding Service features in a manner acceptable to GO2.
- 4.4. Integration with GO2 Competitors. Client may not integrate the Services with a GO2 competitor, except with GO2's prior written consent.

5. Fees and Payment for Purchased Services

- 5.1 Client will pay GO2 the amounts described in each Service Order, at the times provided in the Service Order. Client is responsible for all taxes assessed against GO2's provision of Services, excluding taxes based on GO2's income. Overdue payments will bear interest at the lesser of one and a half percent (1.5%) per month or the maximum rate allowed under applicable law. The foregoing will be in addition to any other remedies available to GO2 with respect to overdue payments, including but not limited to the right to terminate the Agreement as provided in Section 8 below.
- 5.2. Invoicing and Payment. Unless otherwise stated in the Service Order, invoiced charges are due upon receipt. Client is responsible for providing complete and accurate billing and contact information to GO2 on Client's Service Order and notifying GO2 of any changes to such information.
- 5.3. Suspension of Service for non-payment. If payments are not made as per the Agreement or Service Order, among other remedies, GO2 may deny Client and Client's User(s) access, and suspend services to said delinquent Party until such amounts are paid in full. GO2 will give the delinquent Party at least five (5) days prior notice that said Party's account is overdue, in accordance with Section 9 (Notices) for billing notices, before suspending Services to the delinquent Party.
- 5.4. Payment Disputes. GO2 will not exercise its rights under Section 5.1 (Overdue Charges) or 5.3 (Suspension of Service) above for any disputed charges if Client is disputing the applicable charges reasonably and in good faith, is cooperating diligently to resolve the dispute, and is paying all undisputed charges due.
- 5.5 Taxes. GO2 fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client purchases hereunder. If in the future it is determined that GO2 has the legal obligation to pay or collect Taxes for which Client is responsible under this Section 5.5, GO2 will add such taxes to Client's other fees and Client will pay the taxes unless Client provides GO2 with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, GO2 is only solely responsible for taxes assessable against GO2 based on GO2 income, property and employees.

6. Proprietary Rights

- 6.1 Reservation of Rights. Subject to the limited rights expressly granted to Client hereunder, GO2 reserves all right, title and interest in and to the Services and Content, including all of GO2 related Intellectual Property rights. No rights are granted to Client hereunder other than as expressly set forth herein or in a mutually agreed upon Master Services Agreement or Statement of Work.

Creative Deliverables. In some Agreements, GO2 Partners will define and develop Creative Deliverables for the Client. GO2 Partners will retain sole and exclusive ownership of all right, title, and interest in any work papers, proprietary information, processes, methodologies, and know-how created by GO2 Partners in the development of the Creative Deliverables. The concepts, designs, trademarks, and other materials that GO2 Partners has and will deliver to the Client will not have been reviewed by legal counsel generally, and with specificity, will not have been reviewed with regard to whether or not the Creative Deliverables infringe on the rights of any other party, nor if such Creative Deliverables may be eligible for Federal Trademark or Copyright protection. Accordingly, we offer no representation as to whether the Creative Deliverables infringe upon the rights of any other party. We always urge our clients to consult with their legal counsel with respect to these matters. GO2 Partners will explicitly identify any Creative Deliverables that have been solely created using AI. Creative Deliverables explicitly defined in an Agreement will be owned by the Client when the GO2 Partners' invoice has been paid in full.

- 6.2 Access to and Use of Content. Client has the right to access and use applicable GO2 Services and Content subject to the terms of the Agreement.
- 6.3 License to Host Client Data and Applications. Client grants GO2, and applicable sub-contractors a worldwide, limited-term license to host, copy, transmit and display Client Data, and any Non-GO2 Applications using a Service or for use by Client with the Services, as reasonably necessary for GO2 to provide the Services in accordance with the Agreement. Subject to the limited licenses granted herein, GO2 acquires no right, title or interest from Client or Client licensors under the Agreement in or to any of Client Data or any Non-GO2 Application.
- 6.4 To the extent of Client's rights therein, Client grants GO2 a perpetual, worldwide, irrevocable, royalty-free license, with the right to grant sublicenses, to (i) use Transactional Data in any reasonable manner for the necessary performance of GO2's internal business purposes, and (ii) prepare and distribute reports and analyses of Transactional Data as reasonably requested by Client.
- 6.5 License to Use Feedback. Client grants to GO2 a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into Services any suggestion, enhancement, recommendation, correction or other feedback provided by Client or Users relating to the operation of GO2 Services.

7. Representations, Warranties, Exclusive Remedies and Disclaimers

- 7.1 Representations. Each Party represents that it has validly entered into the Agreement and has the legal power to do so.
- 7.2 GO2 Warranties. GO2 warrants that during an applicable subscription term:
- (a) That it has the requisite authority to enter into the Agreement and to perform all obligations hereunder.
 - (b) That all of its Services shall be performed in a workmanlike manner in accordance with generally accepted industry standards.
 - (c) That the Services provided by GO2 have not been the subject of any notice or claim of infringement or of violation of a third party's intellectual property rights.
 - (d) That it has sole and good title to all software, programming and other components of the System to be utilized in providing the Services, or, to the extent it does not, it has all license or other rights from the owners thereof necessary to provide the Services upon commencement of the Agreement and throughout the duration of its term.
 - (e) That the Services will comply with the agreed upon Service Level Agreements.
 - (f) That the Services do not include the delivery of any future functionality or features, nor are dependent on any oral or written comments made by GO2 regarding future functionality or features unless specifically provided for in a Service Order.
 - (g) GO2 will use commercially reasonable administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Client Data.

- 7.3 GO2 DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CLIENT SOLUTION SERVICES AND WORK PRODUCT PROVIDED UNDER THE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7.4 LIMITATIONS OF LIABILITY. IN NO EVENT SHALL GO2'S LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER BASED ON TORT (INCLUDING LIABILITY FOR NEGLIGENCE), CONTRACT OR ANY OTHER THEORY (A) INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF GO2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, (B) INCLUDE DAMAGES FOR LOST PROFITS, OR (C) EXCEED THE AMOUNT REMITTED TO GO2 FOR SERVICES UNDER THE AGREEMENT DURING THE THREE MONTHS PRECEDING THE DATE THAT THE LIABILITY ACCRUES.

8. Term and Termination.

- 8.1 The term of the Agreement begins on the Effective Date and ends at the date stated in the Service Order or other document, or at the expiration, completion or termination of all Service Orders. The Agreement shall be automatically extended for additional twelve (12) month periods unless either Party informs the other in writing of their desire to terminate the Agreement or as otherwise provided in Section 8.
- 8.2 The Agreement may be terminated by either Party by giving notice in writing to the other Party if the other Party is in material breach of the Agreement and has failed to cure such breach within sixty (60) days of receipt of written notice of the breach.
- 8.3 Upon the termination or expiration of the Agreement for any reason, the Parties will have the following rights and obligations (i) Client will remain obligated to make payment of all amounts then or thereafter due and payable, and (ii) the provisions which would otherwise survive the termination of the Agreement will remain in effect.
- 8.4 Upon the expiration or termination of the Agreement for any reason, the Parties' rights and obligations pursuant to Sections 2, 3, 4, 5, 6, 7, 10 and 11 of this Statement will survive the expiration or termination of the Agreement for any reason.
- 8.5 If GO2 is in material breach of the terms of the Agreement at any time after the earlier of the original termination date on the Agreement, or 12 months after the Effective Date, Client may terminate the Agreement after notifying GO2 of its intent to terminate "for cause", the reason for the intended termination, and allowing GO2 sixty (60) days to remedy the alleged breach.

9. Notices.

- 9.1 Notices permitted or required to be given hereunder must be given by (i) overnight courier, (ii) registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the Parties as provided in the Service Order. Either Party may designate different addresses and email addresses for notices given under the Agreement.

10. Confidentiality.

- 10.1 A Party receiving or accessing the other Party's Confidential Information under the Agreement will (i) restrict the use of that Confidential Information to the purposes necessary for the performance of the receiving Party's obligations or the exercise of the receiving Party's rights under the Agreement, (ii) during the term of the Agreement and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care, (iii) retain or affix, in all copies or partial copies made of the Confidential Information, all copyright, confidentiality and other proprietary notices in the original, (iv) provide the other Party with notice of all governmental, judicial or administrative orders or proceedings to compel the disclosure of the Confidential Information, as promptly as the circumstances reasonably permit, and (v) except to the extent incorporated in back-up or archival media, return or destroy and certify the destruction of the other Party's Confidential Information, upon the earlier to occur of the termination or expiration of the Agreement or the other Party's request.
- 10.2 Neither Party will be obligated to maintain any information in confidence or refrain from use to the extent (i) the information was in the receiving Party's possession or was known to it prior to its receipt from the disclosing Party without obligation of nondisclosure, (ii) the information is independently developed by the receiving Party without the utilization of Confidential Information of the disclosing Party, (iii) the information is or becomes public knowledge without fault of the receiving Party, or (iv) the information is or becomes available on an unrestricted basis to the receiving Party from a source other than the disclosing Party.

11. General Provisions

- 11.1 **Change Requests.** Initial costs estimates presented in a Service Order are firm unless events beyond GO2's control have an impact on GO2's costs of completing the project. Examples of these events include, but are not limited to: (i) a change in scope requested by Client, (ii) any extra work or delays incurred by GO2 as a direct result of actions of or delays by third parties not previously selected by GO2, (iii) changes in laws or regulations that may affect the project, (iv) unreasonable delays caused by Client, (v) other events beyond the control of GO2. Additionally, subsequent to the completion of any phase of any project defined herein, if the Client desires to alter work already approved by the Client within any prior approved phase, the Client understands the cost of executing such change shall be deemed a Change Order. In all cases defined herein, Change Orders will incur a separate and distinct cost based on the added work effort and such cost determination is at the sole discretion of GO2. Should a Change Order be developed for a requested change, Client will indicate acceptance by signing Change Order Request form prior to work beginning.
- 11.2 **Intellectual Property Rights.** Except as expressly provided in the Agreement, neither Party will acquire any interest in any of the other Party's products, technology or intellectual property rights as a result of the Agreement or the performance of any obligations hereunder.
- 11.3 **Artificial Intelligence.** GO2 wishes to be clear about when and how it uses AI and how that affects our Client and any Creative Deliverables provided.
- i. **AI-Generated or AI-Assisted Work:**
AI-Generated: Creative Deliverables that are solely AI-Generated are not currently copyrightable in the USA. There are many use cases where non-copyrightable work is acceptable, such as images in internal or presentations, generic blog posts, simple code creation etc. This is in contrast to work where copyright is vital, such as a new company logo, tagline or messaging. GO2 does not provide Creative Deliverables which are created solely by AI unless explicitly agreed upon with the customer in a Statement of Work.
 - ii. **AI-Assisted:** Creative Deliverables that contain sections of AI-generated content may have the human contribution copyrighted but not the AI-generated portion. GO2 does provide work where AI has assisted in the creative process, such work will be labeled as AI-Assisted.
 - iii. **AI Ideation:** AI used as part of the creative ideation or editing process may be used by GO2 in our internal creative ideation and editing processes. When this is the only use of AI, the content will not be marked as AI-Assisted or AI-Generated.
 - iv. **Intellectual Property Rights:** All intellectual property rights for any Creative Deliverables that are AI-Generated or AI-Assisted shall be owned by the Client, unless otherwise agreed upon in writing. GO2 may utilize pre-existing AI models or datasets, which remain the property of their respective owners.
 - v. **Ethical Use of AI:** GO2 commits to using AI tools in an ethical manner, ensuring compliance with industry standards and avoiding any practices that may be deemed discriminatory, biased, or harmful.
 - vi. **Review and Approval Processes:** All AI-Generated and AI-Assisted content will be reviewed and approved by qualified personnel before delivery to the Client to ensure quality and relevance.
- 11.4 **Security.** In the performance of Services, GO2 will maintain security and privacy practices that are consistent with industry standards. Client will abide by the security policies adopted by GO2 and will require its Users to abide by those policies.
- 11.5 **GO2 Indemnification.** GO2 will defend Client against all third party claims that constitute an infringement by GO2 of any third party intellectual property right. Within the limitations defined in Section 7.4 herein, GO2 will indemnify Client against directly related losses, costs, damages and expenses arising from those claims. Client will give GO2 prompt notice in writing of all such claims, permit GO2 to defend the claims, and give GO2 all available information, assistance and authority to enable GO2 to assume the defense.
- 11.6 **Client Indemnification.** Client will defend GO2 against all third-party claims arising from Client's misuse of the Client Solution. Within the limitations defined in Section 7.4 herein, Client will indemnify GO2 against directly related losses, costs, damages and expenses arising from those claims. GO2 will give Client prompt notice in writing of all such claims, permit Client to defend the claims, and give Client all available information, assistance and authority to enable Client to assume the defense.
- 11.7 **Client Liability.** Client assumes all liability for site content provided by or approved by Client, and for any content related third party liabilities incurred during the performance of the Agreement.

- 11.8 **Acceptable Use Policy.** User shall limit its use of the Client Solution to the commercial purposes for which it is intended. In particular, User shall not upload, post or transmit to or distribute or otherwise publish through the Client Solution any materials which (a) restrict or inhibit any other user from using the Application, (b) are unlawful, threatening, abusive, libelous, defamatory, obscene, profane or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties whether of a proprietary nature or otherwise, or (e) contain a virus or other harmful component. Additionally, User shall not use the GO2 Work Product or Application in conjunction with or to facilitate a third-party service or product that is competitive to GO2.
- 11.9 **Force Majeure.** Except for the payment of fees earned by GO2, either Party will be temporarily released without any liability from the performance of its obligations under the Agreement to the extent and for the duration that an event or condition not within that Party's control prevents that performance or makes that performance so difficult or costly that it is commercially unreasonable.
- 11.10 **Assignment.** Neither Party may assign or otherwise transfer its rights and obligations under the Agreement except with the other Party's prior written consent, which shall not be unreasonably withheld or delayed. Any prohibited assignment will be null and void.
- 11.11 **Non-solicitation.** During the term of the Agreement and for a period of one year after its termination or expiration, neither Party will solicit, hire, retain as an employee, consultant, independent contractor, or use in any other capacity any employee or contractor or former employee of the other Party without prior written consent.
- 11.12 **Entire Agreement.** The Agreement, together with this Statement of Terms and Conditions (i) constitutes the entire and integrated agreement between the Parties with respect to the subject matter of each respective document, (ii) supersedes any and all other agreements between the Parties related thereto, as well as all proposals, oral or written, and all negotiations, conversations or discussions between the Parties related to the Agreement, (iii) may not be altered, amended or otherwise modified without the written agreement signed by the Parties hereto, and (iv) may be executed in two or more counterparts, each of which will be deemed an original hereof.
- 11.13 **Conflict in Terms.** The terms and conditions of the Agreement will take precedence if there is any conflict between those terms and conditions and the terms and conditions of any Service Order, unless the fully executed Service Order specifically identifies the conflicting terms and expressly provides that those terms of the Service Order will take precedence.
- 11.14 **Waiver.** No failure by either Party to take any action or assert any right hereunder will be deemed to be a waiver of such right.
- 11.15 **Severability.** If any of the terms of the Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under any applicable laws or regulations, those terms will be deemed stricken from the Agreement, but the invalidity or unenforceability of those terms will not invalidate any of the other terms of the Agreement and the Agreement will continue in force, unless the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of the Agreement.
- 11.16 **Governing Law and Arbitration.** The Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Illinois. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, will be settled by arbitration in Chicago, IL, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 11.17 **Publicity.** The Parties agree to allow each other to publish their relationship to the other including use of logos, for the purposes of client lists and press releases that summarize the scope of services agreed to by the Parties outlined in the Agreement. Except as provided above, neither Party shall make any public disclosure relating to any other details of the Agreement without the express written consent of the other Party.
- 11.18 **Acceptance.** By signing the Agreement, which references these Standard Terms and Conditions, Client has agreed to these provisions, and as they may be modified by GO2 from time to time.

Presented by GO2 Partners

Accepted by (Signature)

Print First and Last Name

Date

Version 1.5

Updated 6/5/24