

**ONLINE TERMS  
TO THE  
STAR2STAR INSTALLING AGENT AGREEMENT  
REVISED SEPTEMBER 2021**

These terms (collectively, the “**Online Terms**”) provide additional terms to and are incorporated into the Star2Star Installing Agent Agreement (the “**Agreement**”) between Star2Star and Agent and should be read and understood in conjunction with that Agreement. Terms not defined in these Online Terms shall have the meaning as ascribed to them in the Agreement, any addenda or exhibits to the Agreement, or any other Related Documents.

**1. DEFINITIONS.**

**1.1. “Agent”** means a Person who, in Star2Star’s discretion, is qualified to sell the Products and Services to potential Customers and has executed both a Star2Star Installing Agent Agreement and Non-Disclosure Agreement.

**1.2. “Assigned Customer”** means a Customer assigned to Agent for Star2Star’s obligation to make Payments.

**1.3. “Business Day”** means any day other than a Saturday, Sunday, or federal holiday.

**1.4. “Agent Training”** means any applicable sales and technical training, online (and in classroom form, if applicable), which will be available to individuals employed by an Agent. Star2Star is continually updating training programs and how they are delivered. Contact your Star2Star representative for details.

**1.5. “Certified Installer”** means an individual that has obtained such training certifications and badges to install the Products and Services.

**1.6. “Customer”** means a Person that has executed Subscription and Purchase Agreements and has paid all required deposits and costs thereunder for the Services to commence.

**1.7. “Customer Proprietary Network Information” or “CPNI”** shall have the meaning as that term is defined in 47 U.S.C. §222(h), as amended and generally includes the types, quantity, destination, and location of Services provided to Customer by Star2Star, and related usage and billing information for those Services.

**1.8. “Deal”** means the sale or rental of any Products and Services, resulting in Payments.

**1.9. “Enabled and Available for Use”** means the date on which the Products and Services are installed and functioning at a Customer’s location. For the equipment components, this is specifically defined as the ability of the Customer to make outgoing calls and receive incoming calls on the “shadow” DID or actual Customer new or ported telephone number and, for other of the Products and Services, when the Customer can use those Products and Services. This date is used to determine billing and the start of the Customer’s first location “thirty (30) day money-back guarantee” period.

**1.10. “Good Standing”** means Master Agent, Agent, or Customer (as the context dictates) has not failed to cure a breach of any agreement it has with Star2Star within any prescribed cure period; the entity under which Agent or Customer operates its business has not ceased operations, been terminated or dissolved, or is a debtor in any bankruptcy or other reorganization proceedings; and/or has no past due financial obligations owed to Star2Star.

**1.11. “Logos”** mean any one or any combination of the registered or rights claimed trademarks, tradenames, and/or mark (s) of either Party.

**1.12. “Market” or “Marketing”** of the Services means the active engagement of soliciting prospective end-users to execute Subscription and Purchase Agreements.

**1.13. “Person”** means an individual, a partnership (whether general or limited), a corporation, a limited liability company, an association, a joint-stock company, a trust, a joint venture, an unincorporated organization, or governmental authority (or any department, agency, or subdivision thereof).

**1.14. “Products and Services”** mean bundled services and/or applications, individual services and/or applications, voice services, equipment, other components, and any other products, services, software, and/or related equipment that Agent is authorized to offer. Descriptions of Products and Services can be found in the Quoting Tools.

**1.15. “Quoting Tools” or “Quote”** means Star2Star’s all-in-one quoting, pricing, and ordering mechanisms for placing orders for Products and Services.

**1.16. “Related Documents”** mean those documents which are part of the Agreement and incorporated by reference as if fully stated herein.

**1.17. “Renewal”** means the continuation of a Subscription and Purchase Agreements on or before the end of the agreement term, with or without action or intervention by Star2Star or Agent. A “Renewal” will also occur when an existing Customer enters into new Subscription and Purchase Agreements due to Agent’s direct efforts. It is not a “Renewal” when a Customer signs an amendment or a new agreement due to the actions of another Star2Star channel partner after the termination of the Agreement.

**1.18. “Star2Star Subscription Agreement,” “Subscription Agreement,” or “Subscription and Purchase Agreements”** mean the legal contract(s) for Products and Services that a Customer executes, including any equipment replacement and support, as applicable.

**1.19. “Taxes and Fees”** include all federal, state, local and jurisdictional taxes, fees, surcharges, and other regulatory, compliance and/or cost recovery fees, mandated or non-mandated, and an e911 service fee applicable to the Products and Services, and all other products or services provided by Star2Star. Taxes and Fees are subject to change without notice.

## **2. CONDITIONS OF AGENT’S RESPONSIBILITIES.**

**2.1. Non-Solicitation.** Agent agrees that for so long as Subscription and Purchase Agreements bind the Customer, Agent will not solicit the Customer to terminate Products and Services or their relationship with Star2Star. Notwithstanding the preceding or anything in the Agreement to the contrary, the following will not be a breach of the Agreement:

**a)** Agent sells or attempts to sell the Customer a service offered by another provider because Star2Star does not offer such service at the time of the attempted sale to the Customer; or

**b)** If the Customer is reasonably dissatisfied with the Products and Services or Star2Star, and Agent has contacted Star2Star in writing providing the details of the Customer’s dissatisfaction and has not received a cure for the Customer’s dissatisfaction to the Customer’s reasonable satisfaction within fifteen (15) days (or such longer period if a cure cannot be effectuated in fifteen days) of the date of the written notice, then Agent may help the Customer move to a different service provider. If Agent assists the Customer’s move to a different service provider, Customer shall remain obligated under Customer’s Subscription and Purchase Agreements, including all termination charges.

**2.2. Star2Star Inside Sales Manager.** Star2Star will assign to Agent a “Star2Star Representative” that will be Agent’s primary point of contact with Star2Star for Marketing of the Products and Services. Star2Star reserves the right to assign a new Star2Star Representative, as needed.

**2.3. Star2Star’s Right of Rejection.** Star2Star reserves the right, without any liability to Agent, to reject any order or potential Customer obtained by or through Agent, except that Star2Star will not have

the right to reject an order or potential Customer to assign such order or potential Customer to another channel partner or to keep for Star2Star's account.

### **3. CONDITIONS OF DEAL REGISTRATION AND CUSTOMER EXCLUSIVITY.**

**3.1. Termination of Exclusivity.** Upon termination, cancellation, or expiration of the Agreement or if Agent is no longer in Good Standing, the Customer exclusivity provisions stated above shall no longer apply. Star2Star shall continue to make Payments to Agent consistent with the Agreement and may attempt to have the Customer sign new Subscription and Purchase Agreements at any time following any such termination, cancellation, or expiration.

**3.2. Customer Disputes.** Star2Star will make commercially reasonable efforts to mediate disputes between an Assigned Customer and Agent. If the two sides cannot reconcile, Star2Star has the authority to reassign the Assigned Customer upon the receipt of a written request from the Assigned Customer (at Star2Star's absolute and sole discretion).

### **4. CONDITIONS OF THE RELATED DOCUMENTS.**

**4.1. Modification.** The Related Documents, except for the "Definitions and General Agreement Terms" and "NDA," may be amended from time to time by Star2Star. Agent will be given the latest version(s) as updated (made via email, posted to the respective web address, or another reasonable notice vehicle). Amendment will only apply on a "go-forward" basis to new Customers obtained by Agent after the effective date of the amendment unless the amendment is made due to a new law or regulation that must be applied to all Customers.

**5. TERM.** The term of the Agreement is three (3) years from the Effective Date ("**Initial Term**") unless terminated earlier under Section 6.1. After the Initial Term concludes, the Agreement will automatically renew for successive one (1) year periods (collectively with the Initial Term, the "**Term**"), unless terminated by either Party under Sections 6.1 or 6.2.

### **6. TERMINATION AND EFFECT OF TERMINATION.**

**6.1 Termination for Convenience.** Either Party may terminate the Agreement at any time after the Initial Term upon providing sixty (60) days prior written notice to the other Party of its intent to terminate. If Agent terminates the Agreement for convenience, Star2Star will pay, subject to the Payments section of the Agreement, all Payments to Master Agent for Agent's Assigned Customers, which are due and owing as of the termination date. If Star2Star terminates the Agreement for convenience, Star2Star will pay, in the manner provided in the Participation Terms and subject to the conditions of the Payments Section of the Agreement, all Payments to Master Agent for Agent's Assigned Customers which are due and owing until the termination of the Assigned Customer's Subscription and Purchase Agreements, including any Renewals, through the date of termination.

#### **6.2 Termination for Cause.**

**6.2.1 Immediate Termination.** Either Party may immediately terminate the Agreement upon receipt by the defaulting Party of notice given by the terminating Party if the defaulting Party has:

**a)** Executed a general assignment for the benefit of creditors (not including an assignment given to a lender in connection with financing given to Agent) or filed for or has filed against it relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws or ceased normal business operations for thirty (30) or more consecutive days;

**b)** Had a criminal indictment or conviction of a principal officer or owner that materially and adversely affects the Party's ability to carry out its obligations under the Agreement; or

**c)** Failed to materially comply with any applicable federal, state, or local laws, rules, and regulations applicable to the Party's performance under the Agreement, and such failure materially and adversely affect the Party's ability to carry out its obligations under the Agreement.

**6.2.2 Termination after Failure to Cure.** Either Party may immediately terminate the Agreement upon providing written notice and a thirty (30) day cure period (“**Cure Period**”) unless another period is expressly stated, in the event of a breach of any provision of the Agreement (except those provisions outlined in this section for which a cure period is not applicable) by the other Party, which breach is not cured within the Cure Period, to the reasonable satisfaction of the terminating Party. Absent a cure; the Agreement will terminate on the day following the last day of the Cure Period. If Star2Star terminates the Agreement after Agent fails to cure a breach within a stated Cure Period, Star2Star shall continue to make Payments, in the manner provided in the Participation Terms and subject to the conditions found in the Agreement, for Assigned Customers through the effective date of termination (which is Star2Star’s sole obligation to Agent under this section). If Agent terminates the Agreement after Star2Star fails to cure a breach within a stated Cure Period, Star2Star will make all Payments, in the manner provided in the Participation Terms and subject to the conditions found in the Agreement, for Agent’s Assigned Customers which are due and owing until the termination of the Assigned Customer’s Subscription and Purchase Agreement, including any Renewals.

**6.3 Exclusivity Following Termination.** As of the date of termination, for convenience or cause by either Party, the provisions relating to exclusivity shall no longer apply to the Agent’s Assigned Customers. Any new sales to the Customer made by another Star2Star Partner will not result in additional Payments made to or on Agent’s behalf.

**6.4 Termination Obligations.** Immediately upon termination of the Agreement, Agent will, at Star2Star’s option, (a) stop Marketing the Services; (b) destroy or deliver to Star2Star all materials relating to Star2Star; and (c) stop representing itself as an Agent or any other type of representative of Star2Star.

**7. TRADEMARKS.** During the term of the Agreement, the Parties reciprocally grant a limited, nonexclusive and non-transferable license to use the Logos only on a Party’s website, in Marketing materials that have been approved in writing in advance, and only in conjunction with Agent’s marketing and selling the Products and Services under the Agreement (i.e., within the Quoting Tools). The Logos remain the sole and exclusive property of each Party. Star2Star reserves the right to (a) request, and Agent will provide samples of the use of the Logos in the marketing materials, or (b) create or modify any Star2Star guidelines for the use of the Logos. Agent shall not remove or destroy any copyright notices, Logos, or other proprietary markings on the promotional materials or other materials related to Products and Services. This license to use the Logos is subject to revocation at any time in Star2Star’s sole discretion, but such revocation alone shall not revoke or terminate the Agreement.

**8. CASE STUDIES AND TESTIMONIALS.** Star2Star reserves the right, from time to time, to request Agent to approach an Assigned Customer to participate in a Star2Star case study, which involves a short question and answer period between Star2Star and the Assigned Customer, the answers to be used to create a testimonial for the Star2Star Services. A testimonial will only be published and/or distributed upon final approval of both the Agent and the Assigned Customer.

**9. INSURANCE.**

**9.1.** During the Term of the Agreement, Agent shall obtain and maintain in force insurance coverage in the categories and with the minimum policy limits as set forth below. Agent shall provide to Star2Star at least annually, and as requested by Star2Star, certificate(s) evidencing all such required coverages showing Star2Star as an additional insured and as a loss payee for all such coverages. Star2Star reserves the right to modify the insurance requirements upon notice to Agent.

<b><u>Insurance Category</u></b>	<b><u>Policy Minimums</u></b>
General Liability- <i>Including Contractual Liability and Completed Operations</i>	\$1,000,000 Each Occurrence \$2,000,000 Aggregate (can include Umbrella Liability)

<b><u>Insurance Category</u></b>	<b><u>Policy Minimums</u></b>
Automobile Liability- <i>Including Hired and Non-owned Vehicles</i>	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (can include Umbrella Liability)
Workers' Compensation	State minimum for each state in which it maintains employees
Employers Liability	\$1,000,000 Each Accident \$1,000,000 Each Employee- Disease \$1,000,000 Policy Limit- Disease
Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Professional Liability/ Errors & Omissions Coverage	\$1,000,000 Each Occurrence

**9.2.** Within ten (10) days of the Effective Date of the Agreement, Agent shall furnish Star2Star with current insurance certificates evidencing all such coverages with (1) endorsements showing Star2Star Communications, L.L.C. as additional insured on the general liability, the auto liability, and the umbrella liability policies; (2) Star2Star Communications, L.L.C. as a loss payee if needed thereunder with endorsement attached to the certificate; (3) provide a waiver of subrogation in favor of Star2Star, with a copy attached to the certificate when issued; and (4) thirty (30) days written notice of cancellation or non-renewal in coverage. All insurance required to be maintained shall be primary and noncontributory to any insurance maintained by Star2Star. Such insurance shall not be canceled, the coverage reduced, or the policies materially changed. All insurance coverage required to be maintained shall be on an occurrence basis. The only exception is that Star2Star will consider claims-made coverage if the claims-made coverage provides a three (3)-year period of "tail coverage" on any expiring/canceled claims-made insurance policy. In no event will Star2Star accept self-insurance. These requirements are subject to change by Star2Star at any time in its sole discretion but with 30 days advance notice to Agent.

## **10. INDEMNIFICATION.**

**10.1.** For purposes of the Agreement, "Damages" include any and all losses, liabilities, damages, claims, costs, penalties, expenses, and fees (including, but not limited to, reasonable attorney's fees, disbursements of counsel, and costs of investigation, litigation, third-party discovery, and settlement) incurred in any action or proceeding, including appeals.

**10.2. Star2Star shall indemnify** and hold harmless Agent from and against all Damages awarded against Agent in a final judgment based on a claim that any of the Services infringes any intellectual property right of a third party arising under the laws of the United States; provided, however, that Star2Star shall have no obligations under this section concerning claims to the extent arising out of:

- a)** Any use of the Services in violation of the Agreement or Star2Star's Subscriber Terms and Conditions; or
- b)** Any modifications or changes made to the Services by any Person (Agent) not authorized in writing by an authorized officer of Star2Star.

**10.3. Agent shall indemnify**, defend and hold harmless Star2Star, its employees, agents, successors, and permitted assigns from and against all Damages arising out of or resulting from any third party claim arising out of or resulting from:

- a)** Bodily injury, the death of any person or damage to real or tangible personal property resulting from the negligent or willful acts or omissions of Agent, and its employees, agents, and independent contractors;

- b)** Agent's breach of any representation, warranty, or obligation in the Agreement (or otherwise) of Agent or its employees, agents, or independent contractors; and
- c)** Infringement of any intellectual property rights of any person or entity by Agent or its employees, agents, or independent contractors.

**10.4.** The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim and reasonably cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the investigation and defense of such claim at the indemnifying Party's sole cost and expense. The Indemnified Party will furnish the information and assistance necessary for such investigation and defense at the indemnifying Party's reasonable request and expense. The indemnifying Party shall not settle any claim in a manner that adversely affects the Indemnified Party, such as admitting liability, without the indemnified Party's prior written consent. The indemnified Party's failure to perform any obligations under this section shall not relieve the indemnifying Party of its obligations except to the extent that the indemnified Party can demonstrate that it has been materially prejudiced as a result of such failure.

**10.5.** Notwithstanding anything to the contrary in the Agreement, a Party is not obligated to indemnify, hold harmless or defend the other Party against any third party claim (whether direct or indirect) if such third party claim or corresponding Damages arise out of or result from indemnified Parties:

- a)** Gross negligence or more culpable act or omission (including recklessness or willful misconduct);
- b)** Bad faith failure to comply with any of its material obligations outlined in the Agreement where such failure is a proximate cause of such Damages; or
- c)** Use of the Services in any manner not otherwise authorized by Star2Star.

**11. LIMITATION OF LIABILITY AND DAMAGES CAP.**

**11.1.** IN NO EVENT SHALL STAR2STAR BE LIABLE UNDER THE AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE SERVICES, SOFTWARE, OR EQUIPMENT, THE INABILITY TO CONNECT TO 911 EMERGENCY RESPONDERS OR OTHERWISE RELATING TO STAR2STAR'S OBLIGATIONS UNDER THE AGREEMENT. THE PRECEDING LIMITATION OF DAMAGES INCLUDES, WITHOUT LIMITATION, THE COST OF PROCURING SUBSTITUTE OR REPLACEMENT SERVICES OR COMPONENTS, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES AND SHALL APPLY REGARDLESS IF STAR2STAR HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED OR FORESEEABLE AND REGARDLESS OF THE LEGAL BASIS USED FOR SUCH CLAIM, INCLUDING TORT.

**11.2.** IN NO EVENT SHALL STAR2STAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$100,000.00. THE PRECEDING LIMITATIONS SHALL APPLY EVEN IF AGENT'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**11.3.** THE LIMITATIONS AND EXCLUSIONS OUTLINED ABOVE SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM:

- a)** PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT;
- b)** THE GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT OF EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT;

- c) THIRD-PARTY CLAIMS FOR WHICH A PARTY IS REQUIRED TO INDEMNIFY THE OTHER PARTY HEREUNDER; AND
- d) INFRINGEMENT OF THE OTHER'S PARTY'S INTELLECTUAL PROPERTY.

**11.4.** THIS SECTION SETS FORTH STAR2STAR'S SOLE LIABILITY AND ENTIRE OBLIGATION AND EACH PARTY'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST THE OTHER PARTY.

**12. DISCLAIMER OF WARRANTIES.** STAR2STAR MAKES NO WARRANTIES NOR PROVIDES ANY REPRESENTATIONS AS TO THE SERVICES. THE SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, EVEN IF SUCH PURPOSE OR USE WAS MADE KNOWN. STAR2STAR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INTERRUPTIONS AFFECTING THE SERVICES.

**13. USE OF PRIVATE CUSTOMER INFORMATION.** Star2Star takes care to protect non-public Customer account information, such as CPNI. Agent may not use, disclose, or permit access to CPNI as defined in the F.C.C.'s rules, for any purpose other than the following, all of which are permitted without Customer approval under F.C.C. rules:

- a) To provide or to market the Services among categories of Services to which the Customer already subscribes;
- b) To provide inside wiring installation, maintenance, and repair services;
- c) For marketing "adjunct-to-basic" services, including call waiting, speed dialing, call forwarding, computer-provided directory assistance, call monitoring, caller identification, call tracing, and repeat dialing; and
- d) To protect the rights or property of Star2Star, or to protect users of its Services and other carriers from fraud, abusive, or unlawful use of or subscription to such Services.

**14. INDEPENDENT CONTRACTOR, EXPENSES, AND TAXES.** Star2Star is contracting with Agent for results only. Subject to the terms of the Agreement, Star2Star shall not control the means, methods, or times in which Agent performs the obligations required of it under the Agreement. Star2Star is also not a Party to Agent's agreement with Master Agent(s) and shall not control the means, methods, or times Agent performs such obligations. Nothing contained herein will in any way constitute or shall be construed to be any partnership or employment arrangement between the Parties hereto or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent in every instance. Except as otherwise specifically set forth herein, Agent agrees to be solely responsible for all costs related to its performance under the Agreement, including in marketing the Services, and paying all taxes due as a result of payments made by Star2Star to Agent, and defend, indemnify and hold Star2Star harmless in regards to such costs.

**15. COMMON OWNERSHIP WITH OTHER STAR2STAR PARTNERS.** If Agent has any direct or indirect percentage of common ownership ("**Common Ownership**" or "**Commonly Owned**") with another Star2Star partner (e.g., a Master Agent or Partner), for all transactions involving both Agent and the Commonly Owned entity, Star2Star reserves the right to evaluate the percentages and calculations for the Payments to Master Agent for Agent's Assigned Customers, on a case by case basis. If Common Ownership occurs after the Effective Date of the Agreement, this section shall only apply to Deals closed after entities become Commonly Owned.

**16. ASSIGNMENT.** Agent shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Star2Star's prior written consent, which consent may not be unreasonably withheld. The use of a Certified Installer to perform installation and related services shall not violate the preceding restriction nor require written consent from Star2Star. Star2Star may freely assign or otherwise transfer all or any of its rights or delegate or otherwise transfer all

or any of its obligations or performance under the Agreement without Agent's consent. The Agreement will be binding upon assignment and will inure to the benefit of the Parties, and their respective successors permitted assigns and heirs.

**17. CHOICE OF LAW.** Florida law governs the Agreement and these Online Terms without regard to principles of conflicts of law. The Parties each submit to the exclusive jurisdiction of the Twelfth Judicial Circuit Court in and for Sarasota County and the United States District Court, Middle District of Florida, Tampa Division; provided, however, that nothing in the Agreement shall be deemed to operate to preclude a Party from bringing suit or taking other legal action in any other jurisdiction to enforce a judgment or other court order in its favor. Except as provided in this section, or in an agreement to arbitrate, the Parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and the Parties hereby waive any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

**18. DISPUTE RESOLUTION.** Except for matters involving immediate equitable relief, or as otherwise specifically provided in or permitted by the Agreement, all disputes, differences of opinion, or controversies arising in connection with the Agreement or its formation shall be subject to good-faith negotiation between the Parties in an attempt to arrive at a mutually agreeable resolution. The aggrieved Party shall first provide written notice of the dispute to the other Party and seek resolution before taking any action before any court or regulator or before issuing or authorizing any public statement about the nature of the dispute or controversy. If, after negotiating in good faith for a minimum period of fourteen (14) calendar days, or any agreed further period, the Parties cannot resolve the dispute, the Parties shall submit the matter to a mutually agreed upon Florida certified mediator based in Sarasota, Florida. Should the Parties fail to agree upon a mediator within fourteen (14) calendar days, Star2Star shall select an independent Florida-certified mediator based in Sarasota, Florida. The Parties shall present their side to the mediator within fourteen (14) calendar days or such other period as mutually agreed. The cost of the mediation shall be equally shared. If the Parties are unsuccessful in resolving the matter through the use of the mediator, either Party may seek resolution by exercising any rights or remedies available to either Party at law or in equity. Arbitration shall not be mandatory and shall only be used if agreed to by the Parties, in writing, as binding and final

**19. WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, AND ANY ATTACHMENTS AND APPENDICES, IF APPLICABLE, ATTACHED TO THE AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**20. CLASS ACTIONS.** If litigation is necessary under the Dispute Resolution Section above, the Parties agree to litigate solely on an individual basis, and no claim(s) may be brought as a plaintiff or class member in any class or representative class proceeding. If this prohibition on class action is deemed invalid or unenforceable, then the remaining portions of the Agreement shall remain in full force and effect.

**21. DOCUMENT CONSTRUCTION.** Unless the context requires otherwise, (1) the singular will include the plural and vice versa; (2) "or" will mean "and/or," and (3) "including" (and with the correlative meaning "include" and "includes") means including without limiting the generality of any list or description following such term, and will be deemed to be followed by the words "without limitation." The Agreement has been negotiated at arm's length. Any rule of law or legal decision requiring interpretation of ambiguities against the drafting party is not applicable and is waived. The Agreement's provisions shall be interpreted in a commercially reasonable manner to effect the purpose of the Parties to the Agreement.

**22. HEADINGS.** The headings and captions of the Agreement are included for ease of reference only and will be disregarded in interpreting or construing the Agreement.



**23. MODIFICATION AND WAIVER.** No modification to the Agreement, nor any waiver of any rights, will be effective unless such modification or waiver is in writing and signed by each of the Parties hereto; provided, however, that Star2Star shall have the right, in its sole and absolute discretion, to amend, modify, add, delete, or cancel the terms of the Participation Terms and these Online Terms; provided further, however, that all such amendments, modifications, additions, deletions, or cancellations, including price and term changes, shall (1) apply prospectively only (except for increases resulting from changes in the law and C.P.I.-(U) Index) and (2) not unfairly discriminate against Agent given Star2Star's actions concerning its other Agents. The Parties hereto agree that the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

**24. FORCE MAJEURE.** Neither Party shall not be liable for any delay or failure to perform its obligations under the Agreement, except for the payment of any amounts owed hereunder, that is caused by an event outside the control of the Party (each a "**Force Majeure Event**"), including, without limitation, any of the following: (a) acts of God; (b) flood, fire, earthquake, named storms, hurricanes, pandemics, epidemics or quarantines; (c) war, invasion, hostilities (whether declared or not), terrorist threats or acts, riot, or other civil unrest; (d) court or government order, law, or actions, including without limitation orders resulting directly or indirectly in a Party's authorization to conduct business or perform under the Agreement, including, without limitation, the failure to obtain, or the termination or withdrawal of, any permit or license required to do business or for performance under the Agreement; (e) embargoes or blockades in effect on or after the Effective Date of the Agreement; (f) national or regional emergency (whether declared or not); (g) strikes, labor stoppages or slowdowns, or other industrial disturbances affecting third-parties, including if due in whole or in part to any events listed in items (a) to (i) of this paragraph; (h) shortage of adequate power or transportation facilities, dysfunction, modification or upgrades of telecommunications networks or equipment (including as a result of the act or omission of an underlying carrier, ISP, or other third-party service provider), machine viruses, cyber-attacks, and data breaches; and (i) any other similar events or circumstances beyond the control of a Party.

**25. NOTICES.**

**25.1.** Notices regarding the following will be posted on either: Star2Star's website, portal, and/or in the Star2Star quotation tool: (a) new Products and Services and/or pricing changes; (b) new or modified documentation or order requirements; (c) new or modified Star2Star processes; and (d) Star2Star personnel change announcements.

**25.2.** Notices regarding the following will be in writing and sent to the address or email address below to the other Party: (a) material changes to the Agreement; (b) internal or external changes materially impacting Star2Star's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing. Either party may change their address for purposes of notice by sending the other party written notice of such change in the manner provided herein:

If to Star2Star Communications, LLC:  
Attention: Legal Department  
600 Tallevast Road, Suite 202  
Sarasota, FL 34243  
Email: [Legal.Department@Star2Star.com](mailto:Legal.Department@Star2Star.com)

**25.3.** Such notices will be deemed effectively given only (a) when received if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier or certified or registered mail, postage prepaid (with confirmation of receipt); or (c) on the date sent by email (with confirmation of sending) if sent to the recipient before 5:00 P.M. on a Business Day, and on the next Business Day, if sent after such time or sent on a day that is other than a Business Day and only if the notice under this clause is immediately thereafter sent via a nationally recognized overnight courier.

**26. MINIMUM DEAL SIZE FOR A NEW CUSTOMER.** Star2Star will not accept any Deal for a new Customer with less than three (3) seats and/or two (2) lines, and the total aggregate line count of a multi-location Deal cannot be less than five (5) seats and/or three (3) lines.

**27. CUSTOMER AGREEMENT TERMS.** Subscription and Purchase Agreements terms are generally not less than three (3) years, typically (five) 5 years in duration. Star2Star may consider a shorter term for very large Deals or special Customers like federal, state, or local governments or other similarly situated Customers who are legally restricted from entering multi-year contracts. Master Agent and its Agents must receive an approved “Sales Exception” in writing from Star2Star before offering a term of fewer than three (3) years to a potential Customer.

**28. CUSTOMER TAXES AND FEES.** Customers will be charged all applicable Taxes and Fees. These charges are computed based on the taxing jurisdiction(s) where the Customer location is/are operating the Services and are charged every month at current rates. The Quoting Tools do not calculate or display applicable Taxes and Fees as part of the Quote, but an “estimate” is provided. Taxes and Fees are not included in the determination of Payments.

**29. PARTICIPATION TERMS.** The *Installing Agent Participation Terms* (as it is currently titled) and every iteration of “participation terms” as offered to Agent currently do and have historically described how Star2Star sells its Products and Services and how Agent participates in the revenue stream associated with these items, as well as details the processes and procedures Agent should follow when interacting with Star2Star. The Agent Participation Terms, incorporated by reference into these Online Terms and the Agreement, should be read and understood in conjunction with the Agreement and the other incorporated Related Documents. The Related Documents (which include these Online Terms) may be amended or changed at any time and from time to time at Star2Star’s sole and absolute discretion.

**30. PAYMENTS STATEMENTS.** Payments statements are issued to Master Agents for each “commission period” (as stated in the *Installing Agent Participation Terms* running from the 16th of the first month to the 15th of the second month). Payments are made to Agent on the 15th or the first Business Day thereafter of the next month (i.e., the 15th of the third month) from which a bill is issued. Commissions are paid net of taxes and other governmental imposts, refunds, cancellations, discounts, or charge-backs. Agent has a ninety (90) day look-back period from receipt of the Payments statement to review and dispute the Payments statement. Following this ninety (90) day period, Agent waives any right or claim to dispute any of the items disclosed or which should have been disclosed on the Payments statement.

**31. CUSTOMER “PROMOTIONAL” MONTHS; DEFERRED PAYMENTS.** Star2Star, from time to time, may offer Customers promotions and/or special payment plans (“**Promotional Months**”) under which the payment of the Customer’s monthly recurring charges (i.e., the base charges invoiced each month to the Customer) is deferred for one or more months, as determined in Star2Star’s sole discretion. In exchange for the Promotional Months, Customers agree to extend the term of their Subscription Agreements (“**Extension Months**”). During the Promotional Months, Agent’s Master Agent will not receive Payments associated with the Customer. Agent should discuss with their Master Agent how Promotional Months shall be handled between Agent and Master Agent.

**32. SIGNAGE AND BRANDING.** Agent is not required but is strongly encouraged to have visible signage with Star2Star Communication’s name and Logos. Business cards, website links, and other public-facing mediums must use the Logos and text defined by the Star2Star Marketing Department. All Star2Star signage and branding inquiries should be directed to Star2Star Marketing Department at [marketing@star2star.com](mailto:marketing@star2star.com). Each use of Star2Star’s name and/or Logos must be pre-approved by Star2Star in writing.

**33. NATIONAL ACCOUNTS.** Star2Star’s goal in connection with its national accounts will be to provide the best possible service and attain the highest possible levels of Customer satisfaction. Agent having a location or group of locations for a Customer does not automatically give Agent exclusivity for a national account. Agent must apply to Star2Star for National account exclusivity. For more information on national account applications, email [sales@star2star.com](mailto:sales@star2star.com).

**34. GOVERNMENT CONTRACTS.** Star2Star will list the Products and Services in various state and federal contract schedules. All government contracts will be negotiated individually and have terms, conditions, discounts, and pricing that vary from Star2Star’s standard pricing. All Payments issued by Star2Star on government contracts will be based on unique Participation Terms for government contracts.

### **35. STAR2STAR-PROVIDED QUOTING TOOLS.**

**35.1. Acceptance Upon Use.** Star2Star provides its Quoting Tools via a website, which may be accessed by a user (whether as a guest or a registered user) via a user account. By using the Quoting tools, or by clicking to accept or agree to these Online Terms when this option is made available, Agent accepts and agrees, in addition to being bound by these Online Terms and the Agreement, to be bound to and abide by Star2Star's Privacy Policy found at [www.star2star.com/company/privacy-policy](http://www.star2star.com/company/privacy-policy) and Star2Star's CPNI Policy found at [www.star2star.com/cpni-disclosure](http://www.star2star.com/cpni-disclosure).

**35.2. Accessing the Quoting Tools and Account Security.** Star2Star reserves the right to withdraw or amend the Quoting Tools and any service or material provided on the Quoting Tools, in Star2Star's sole discretion without notice. Star2Star will not be liable if, for any reason, all or any part of the Quoting Tools are unavailable at any time or for any period. From time to time, Star2Star may restrict access to some parts or the whole of the Quoting Tools to users, including registered users.

**35.2.1.** Agent is responsible for:

- a) Making all arrangements necessary for Agent to have access to the Quoting Tools; and
- b) Ensuring that all persons who access the Quoting Tools by Agent's internet connection know these Online Terms and comply with them.

**35.2.2.** To access the Quoting Tools, Agent may be asked to provide certain registration details or other information. It is a condition of the Quoting Tools that all the information provided is correct, current, and complete. Agent agrees that all information provided to register with the Quoting Tools or otherwise, including but not limited to through the use of any interactive features on the Quoting Tools, is governed by Star2Star's Privacy Policy found at [www.star2star.com/company/privacy-policy](http://www.star2star.com/company/privacy-policy), and Agent consents to all actions Star2Star takes concerning Agent's information consistent with Star2Star's Privacy Policy.

**35.2.3.** If Agent chooses or is provided with a user name, password, or any other piece of information as part of Star2Star's Quoting Tools security procedures, Agent must treat such information as confidential and not disclose it to any other person or entity. Agent also acknowledges that accounts are personal and agrees not to provide any other person with access to the Quoting Tools or portions using Agent's user name, password, or other security information. Agent agrees to notify Star2Star immediately of any unauthorized access to or use of usernames or passwords or any other breach of security. Agent also agrees to ensure they exit from accounts at the end of each session.

**35.2.4.** Star2Star has the right to disable any user name, password, or another identifier, whether chosen by Agent or provided by Star2Star, at any time in Star2Star's sole discretion for any or no reason, including if, in Star2Star's opinion, Agent has violated any provision of this section.

**35.3. Prohibited Uses.** Agent may use the Quoting Tools only for lawful purposes, and by these Online Terms Agent agrees not to use the Quoting Tools:

- a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);
- b) To impersonate or attempt to impersonate Star2Star, a Star2Star employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the preceding);
- c) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Quoting Tools, or which, as determined by Star2Star, may harm Star2Star or users of the Quoting Tools or expose them to liability;
- d) Use the Quoting Tools in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Quoting Tools, including their ability to engage in real-time activities through the Quoting Tools;
- e) Use any robot, spider, or other automatic device, process, or means to access the Quoting Tools for any purpose, including monitoring or copying any of the material on the Quoting Tools;

- f) Use any manual process to monitor or copy any of the material on the Quoting Tools or for any other unauthorized purpose without our prior written consent;
- g) Use any device, software, or routine that interferes with the proper working of the Quoting Tools;
- h) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- i) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the website, the server on which the website is stored, or any server, computer, or database connected to the Quoting Tools;
- j) Attack the Quoting Tools via a denial-of-service attack or a distributed denial-of-service attack; or
- k) Otherwise, attempt to interfere with the proper working of the Quoting Tools.

**35.4. Reliance on Information Posted.** The information presented on or through the Quoting Tools is made available solely for general information purposes. Star2Star does not warrant the accuracy, completeness, or usefulness of this information. Any reliance on Agent places on such information is strictly at its own risk. Star2Star disclaims all liability and responsibility arising from any reliance placed on such materials by Agent or any other visitor to the Quoting Tools or anyone who may be informed of any of its contents.

**35.5. Disclaimer of Warranties.** Agent understands that Star2Star cannot and does not guarantee or warrant that files available via the website will be free of viruses or other destructive code. Agent is responsible for implementing sufficient procedures and checkpoints to satisfy Agent's particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to the Quoting Tools for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, STAR2STAR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USE OF THE QUOTING TOOLS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS. AGENT AND AGENTS USE OF THE QUOTING TOOLS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS IS AT AGENT'S OWN RISK. THE QUOTING TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER STAR2STAR NOR ANY PERSON ASSOCIATED WITH STAR2STAR MAKES ANY WARRANTY OR REPRESENTATION CONCERNING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE QUOTING TOOLS. WITHOUT LIMITING THE PRECEDING, NEITHER STAR2STAR NOR ANYONE ASSOCIATED WITH STAR2STAR REPRESENTS OR WARRANTS THAT THE QUOTING TOOLS, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE QUOTING TOOLS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE QUOTING TOOLS OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE QUOTING TOOLS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, STAR2STAR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**36. COUNTERPARTS. ELECTRONIC SIGNATURES.** The Agreement may be executed in any number of counterparts, each of which will constitute an original, all of which together will constitute one Agreement. Original signatures transmitted and received via facsimile or another electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes under the Agreement as if executed "in person" in Sarasota, Florida, and will bind the Parties to the same extent as that of an original signature.

**37. ANTI-BRIBERY.**

**37.1.** Agent agrees to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010).

**37.2.** Agent agrees that Agent and its owners, directors, officers, employees, agents, partners, and vendors have not and will not directly or indirectly pay, offer, promise to pay, or authorize the payment of any money or anything of value to any person to obtain improperly, retain, or direct business or secure any improper advantage in connection with the Products and Services. Agent also agrees to implement adequate procedures to prevent a breach of this section. If Agent becomes aware of this section's breach or potential breach, Agent shall immediately notify Star2Star and promptly take action against those involved.

**37.3.** Agent certifies that none of its owners, directors, officers, employees, agents, or partners have been convicted of or pleaded guilty to bribery, fraud, or related charges.

**37.4.** If Star2Star has reason to believe that a breach of this section has occurred or may occur, Star2Star may at its discretion, and without liability to Agent, notify Agent of its obligation to cure within the Cure Period and/or terminate the Agreement immediately until it receives confirmation to its satisfaction that no breach has occurred or will occur. Agent agrees to further indemnify and hold Star2Star harmless against any related claims, losses, or damages incurred under a breach of this section.

**37.5.** Agent agrees to keep accurate books, accounts, and records related to its business with Star2Star and allow Star2Star, or its independent audit firm, reasonable access to these to verify compliance with this section.