

STAR2STAR COMMUNICATIONS, LLC (“STAR2STAR”) AGREEMENT TO ARBITRATE DISPUTES (“ARBITRATION POLICY”)

1. Subscriber agrees to first negotiate with Star2Star (each a “**Party**” and together the “**Parties**”) in good faith to resolve any claim or dispute of Subscriber that in any way concerns the Star2Star Communications Subscription Agreement, the provision of Star2Star Services, and/or Equipment sold or provisioned by Star2Star (collectively or each individually a “**Claim**”). Subscriber must send a written description of its Claim to Star2Star by email (to claims@Star2Star.com) or by mail (to Star2Star Communications, LLC. Attn: Legal Department, 600 Tallevast Rd, Suite 202, Sarasota, FL 34243) to start the negotiation process with Star2Star. A written description should include specific information regarding the precise nature of the Claim, the facts giving rise to such Claim, the desired resolution, and other facts Subscriber deems relevant. Star2Star shall have twenty-one (21) “**Business Days**” (as that term is defined in the Star2Star Communications Subscription Agreement) beginning the first full Business Day after the date the written description is received (the “**Claim Date**”) to investigate and respond to the Claim. All good faith negotiations shall conclude within sixty (60) days of the Claim Date.
2. The Parties further agree that any unresolved controversy or Claim of Subscriber arising out of or relating to a Star2Star Communications Subscription Agreement, or breach thereof, which is unable to be resolved through good faith negotiation shall be settled by final, binding arbitration administered by the American Arbitration Association (the “**AAA**”) in accordance with its Commercial Arbitration Rules. The AAA’s Commercial Arbitration Rules are hereby incorporated by reference into this Arbitration Policy and are available at www.adr.org. Subscriber’s agreement to arbitrate extends to claims Subscriber asserts against other parties, if Subscriber also asserts claims against Star2Star in the same proceeding. Arbitration shall be pursuant to Florida law and shall take place exclusively in Sarasota County, Florida.
3. Star2Star’s Services involve interstate commerce and the Federal Arbitration Act, and as such, federal arbitration law governs arbitrations under this Arbitration Policy. An arbitrator may only award what relief a Florida Circuit Court could award, limited to the same extent that a court would limit such relief and consistent with the terms of Star2Star Communications’ Subscription Agreement. An arbitrator may order injunctive relief, declaratory relief, or summary judgment under applicable law, as long as that injunctive relief or declaratory relief does not apply beyond the dealings between the Parties. Any award rendered by the arbitrator may thereafter be entered in any court having jurisdiction over such Claim.
4. Subscriber and Star2Star agree to pay their own fees, costs and expenses including those for counsel, experts, and witnesses and agree to equally share the arbitrator’s fee in accordance with the rates set in the AAA fee schedule for arbitrations. Visit www.adr.org for arbitrator fee information in hardship

circumstances. The Parties agree that failure or refusal of Subscriber to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by Subscriber to present evidence or cross-examine witnesses. In such event, Star2Star may be required to present evidence and legal argument as the arbitrator may require for the making of an award.

5. Subscriber must provide notice to Star2Star, via the United States postal service, at Star2Star Communications, LLC, Attn: Legal Department, 600 Tallevast Road, Suite 202, Sarasota, Florida 34243, in order to begin the arbitration process. Once a notice of arbitration is sent by Subscriber, the proceeding is confidential and Subscriber agrees to not publish or otherwise communicate to any person or in any public forum any disparaging remarks, comments or statements concerning Star2Star, its Services, or any of its officers, employees, and agents. For each violation of the foregoing, Star2Star shall be entitled to One Thousand Dollars (\$1,000). Star2Star shall be entitled to assert any permissive counterclaim it may have against Subscriber provided that Star2Star shall be solely responsible for any administrative fees of the AAA associated with the counterclaim.
6. Arbitration hereunder will occur before a single neutral arbitrator who is a lawyer in good standing with the Florida Bar and has experience in commercial disputes. Preference will be given to a qualified arbitrator who also has knowledge of VoIP services. The arbitrator shall be selected by the Parties within twenty-one (21) days of Star2Star's receipt of the notice of arbitration from an identical list of arbitrators provided by the AAA, in accordance with applicable AAA rules. If the Parties are unable to agree upon an arbitrator, each Party shall have fifteen (15) days from the transmittal date of the list to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a Party does not return the list within this 15-day period, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other qualified member arbitrators without the submission of additional lists.
7. The following discovery will be permitted: interrogatories, requests for admission, production of documents, and depositions of no more than four (4) fact or expert witnesses for a total of no more than twenty (20) hours. A Party requesting eDiscovery as part of the production of documents will bear the cost of such production, in excess of One Thousand Dollars (\$1,000.00). All exchanged discovery is considered confidential information, and cannot be published in any form, and shall be promptly destroyed upon conclusion of all proceedings.
8. Arbitration hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The final hearing of arbitration cannot occur for more than three (3) consecutive Business Days (and must be commenced within six (6) months from the appointment of the

arbitrator. The arbitrator can permit additional hearing days if determined to be reasonably necessary. Up to two (2) extensions of the final Arbitration hearing per Party can be permitted by the Arbitrator upon showing of justifiable cause by the Party requesting the extension.

9. In the event an award is rendered and notwithstanding the provisions of Section 4, the Party against whom the award is granted shall bear all final costs for the arbitrator's fees and the prevailing Party's fees, costs, and expenses, including but not limited to those for counsel, experts and witnesses, administrative fees, travel expenses, out of pocket expenses such as copying and telephone, and AAA costs. If the arbitrator grants partial relief to both Parties, the arbitrator will equitably allocate the arbitrator's fees and other fees, costs, and expenses. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by applicable statute. The arbitration award will be final and binding on both Parties, will not be subject to any appeal, and will be enforceable in any court of competent jurisdiction. Except as may be required by law, neither Subscriber nor arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of Star2Star.
10. Neither Subscriber nor Star2Star may be a representative of other potential claimants or a class of potential claimants in any dispute arising out of a Star2Star Communications Subscription Agreement, the provision of Star2Star Services, and /or Equipment sold or provisioned by Star2Star, nor may two or more subscribers' disputes be consolidated or otherwise determined in one proceeding. While the prohibition on consolidated or class-wide proceedings in this Arbitration Policy will continue to apply: (a) Subscriber may take claims to small claims court in Sarasota County, Florida, if they qualify for hearing by such court and (b) if Subscriber fails to timely pay amounts due, Star2Star may assign Subscriber's account for collection and the collection agency may pursue such claims in a court of competent jurisdiction limited strictly to the collection of any outstanding amounts owed to Star2Star and any interest or cost of collection permitted by law or the Subscription Agreement.
11. **SUBSCRIBER AND STAR₂STAR ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION BY SUBSCRIBER ARISING OUT OF THE STAR₂STAR COMMUNICATIONS SUBSCRIPTION AGREEMENT, PROVISION OF STAR₂STAR SERVICES, OR EQUIPMENT SOLD OR PROVISIONED BY STAR₂STAR. IF A COURT OR ARBITRATOR DETERMINES THAT SUBSCRIBER'S WAIVER OF A JURY TRIAL OR OF THE ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THIS ARBITRATION POLICY WILL NOT APPLY AND ANY DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. SHOULD ANY OTHER PORTION OF THIS ARBITRATION POLICY BE DEEMED**

UNENFORCEABLE, THAT PORTION SHALL BE REMOVED, AND THE ARBITRATION POLICY SHALL OTHERWISE REMAIN BINDING.

12. The foregoing notwithstanding, Star2Star may initiate legal action for non-payment for Star2Star Services, Equipment sold or provisioned by Star2star, or other items furnished to Subscriber by Star2Star at Subscriber's direction, as well as for any other cause of action as may be necessary to protect any and all interests of Star2Star. This Arbitration policy shall be governed by the same law as that of Subscriber's Star2Star Communications Subscription Agreement.