

## **STAR2STAR COMMUNICATIONS, LLC -- TERMS AND CONDITIONS**

The following Terms and Conditions ("Terms and Conditions") constitute an agreement between Star2Star Communications, LLC and the subscribers of Star2Star's enhanced voice and data communications services ("Voice Services"), cloud computing services ("Connected Workspace" as described below), collaboration/productivity services ("Team Hub"), video meeting/conferencing services ("Video Conferencing"), and cloud-based wireless access control ("SmartOffice") as described below (collectively, "Star2Star Services"). These Terms and Conditions govern the Star2Star Services and any devices provided by Star2Star for use in connection with such services, including but not limited to the "Star2Star Equipment" (as defined herein). In these Terms and Conditions, "you" and "your" mean the subscriber of the Star2Star Services, and "Star2Star," "we," "our," and "us" mean Star2Star Communications, LLC and any of its affiliates and representatives. BY EXECUTING STAR2STAR'S PROPOSAL AND QUOTATION ("SUBSCRIPTION AGREEMENT") AND/OR USING STAR2STAR'S SERVICES, YOU WILL HAVE AGREED TO ALL OF THESE TERMS AND CONDITIONS, INCLUDING THOSE TERMS RELATING TO 911 EMERGENCY SERVICE, AND TO THE PRICES AND CHARGES PROMULGATED BY STAR2STAR FROM TIME TO TIME, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

YOU MAY ONLY USE THE STAR2STAR SERVICES PURSUANT TO THE TERMS OF THE SUBSCRIPTION AGREEMENT AND THESE TERMS AND CONDITIONS, WHICH MAY BE MODIFIED FROM TIME TO TIME. YOU ARE SOLELY RESPONSIBLE FOR YOUR AND YOUR END USERS' USE OF THE SERVICES AND SHALL ABIDE BY, AND ENSURE COMPLIANCE WITH, ALL LAWS IN CONNECTION WITH YOUR AND EACH END-USER'S USE OF THE STAR2STAR SERVICES, INCLUDING BUT NOT LIMITED TO LAWS RELATED TO RECORDING, INTELLECTUAL PROPERTY, PRIVACY AND EXPORT CONTROL. USE OF THE SERVICES IS VOID WHERE PROHIBITED BY APPLICABLE LAW.

### **SERVICE DESCRIPTION**

Star2Star provides enhanced communication Voice Services whereby voice and data communications are converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access. The voice component of the service may be generically referred to as "Voice over Internet Protocol" or "Voice over IP" ("VOIP"). It is separate and distinct from standard traditional landline local, local toll and long-distance services. Star2Star Services include Voice over IP unlimited local and nationwide direct-dialed calling within the United States and certain calling and call management features or advanced features associated with the service, including additional features or advanced features which Star2Star, in its sole discretion, may add, modify, or delete from time to time.

Star2Star provides Video Conferencing through Sangoma US Inc.'s "Sangoma Meet" which includes various video conferencing, web conferencing, webinar, meeting room, screen sharing and/or other collaborative video meetings wherein participants can join and collaborate using voice, video, chat functionality, recording, and screen sharing functions. Subscribers utilizing Sangoma Meet through Star2Star consent and agree to Sangoma Meet Terms of Service found at [www.sangoma.com/legal](http://www.sangoma.com/legal).

Star2Star provides Connected Workspace whereby Subscribers' computing resources; desktop (listed as Connected or Personal Connected Desktop(s)), line-of-business applications (listed as Application Servers in order), Microsoft®<sup>1</sup> Office 365 (E1,E3, E5, and any additional Microsoft® add-on services as listed in order), and data storage (listed as additional data storage) are managed and maintained for Subscriber's end-user(s). Subscribers' end-user(s) participate in this solution through

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<sup>1</sup> Microsoft is a trademark of the Microsoft group of companies.

a web-based portal which connects the user(s) to their desktop using various standard remote computing protocols.

Star2Star provides Team Hub, which includes among other services, channel and direct over the internet messaging (“Chat Messaging”), video conferencing, file sharing, contact management, task management, notes management, third party call control voice service, and fax service.

Star2Star provides a cloud-based wireless access control as a service product through Sangoma US Inc.’s SmartOffice™. Subscribers utilizing SmartOffice will be required to purchase a SmartOffice Server and a SmartOffice Gateway Kit and download the SmartOffice application which will require consenting and agreeing to the Terms of Service at the time of download.

Star2Star Services do not support 0+ calling (including without limitation collect, third party billing or calling card calling). Star2Star Services do not support international Multimedia Messaging Service (“MMS”). MMS and Short Message Service (“SMS”) (along with Chat Messaging and email collectively, “Messaging”) does not provide any audio and/or voice capabilities and/or features. Star2Star’s Service may not support 900, 311, 511 and/or other x11 services (other than 911 and 411, which are provided for elsewhere in these Terms and Conditions) in one or more (or all) service areas.

You acknowledge and understand that Star2Star Services are not a telephone service. Important distinctions (some, but not necessarily all, of which are described in these Terms and Conditions) exist between telephone service and the service provided by Star2Star. Star2Star Services are not subject to the same regulatory regime as traditional telephone services. This fact may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

You acknowledge and agree that Messaging interoperability is an evolving standard. Messages are exchanged between service providers on a best efforts basis, and Star2Star does not guarantee delivery.

Content Standards are found in Star2Star’s Terms of Use.

## **SERVICE REQUIREMENTS**

Star2Star Services may require (a) specialized subscriber site equipment called On-Premise Equipment (“OPE,” “Device” or “Star2Star Equipment”) obtained through Star2Star or its authorized dealers that allows connectivity from a VOIP telephone handset (provided by Star2Star) to your broadband connection and which Star2Star will install on your premises; and (b) a broadband connection to the Internet (T1, DSL, Fiber-optic, Wi-Max or Cable) with at least 768Kbps continuous upload capacity that you will provide at your own expense. Since Video Meetings and Voice over IP are dependent on the broadband connection, the availability of an adequate power supply and correct OPE configuration, Star2Star does not guarantee that the Star2Star Services will be continuous or error-free. In addition, Star2Star Services may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

Changes in Internet speed may affect voice and/or video quality and/or require different Star2Star Equipment and Star2Star Services. If optimal Star2Star Equipment is not in use at your location based on your network and facility conditions, including changes for any reason, you may need to upgrade Star2Star Equipment, specifically the StarBox® Voice Optimized SD-WAN (“StarBox®”) to optimize services and voice quality. An upgrade in Star2Star Equipment will not be considered

replacement of a Covered Component, and you will be required to cover the cost of such an upgrade. You acknowledge and agree that service requirements, which may be changed from time to time, are your responsibility.

### **STAR2STAR 911 EMERGENCY SERVICE**

PLEASE READ THE INFORMATION BELOW ABOUT 911 EMERGENCY SERVICE CAREFULLY. BY USING STAR2STAR'S SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE STAR2STAR 911 EMERGENCY SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT STAR2STAR OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED HEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THESE TERMS AND CONDITIONS) FROM TRADITIONAL 911 SERVICE, AND THAT WE HAVE TOLD YOU THAT STAR2STAR SERVICES DO NOT SUPPORT TRADITIONAL 911 OR e911. STAR2STAR 911 EMERGENCY SERVICE CANNOT BE USED IN CONJUNCTION WITH A SOFTPHONE APPLICATION AND IS ONLY AVAILABLE ON STAR2STAR-PROVIDED DEVICES OR EQUIPMENT. YOU AGREE TO INFORM ALL EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS, VISITORS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE STAR2STAR SERVICES OF THE NON-AVAILABILITY OF TRADITIONAL 911 OR e911 DIALING, OR "TEXT-TO-911" FROM YOUR STAR2STAR SERVICES AND DEVICE(S) AND TO INFORM THEM OF THE IMPORTANT DIFFERENCES AND LIMITATIONS OF STAR2STAR 911 EMERGENCY SERVICE AS COMPARED WITH TRADITIONAL 911 OR e911 DIALING THAT ARE SET FORTH IN THESE TERMS AND CONDITIONS.

### **911-TYPE DIALING CAPABILITIES WITH STAR2STAR SERVICES**

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING STAR2STAR'S VOICE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER FROM THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER MAY BE LOCATED AT A PUBLIC SAFETY ANSWERING POINT ("PSAP") DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACKUP EMERGENCY ANSWERING SERVICES. STAR2STAR RELIES ON THIRD PARTIES FOR THE FORWARDING OF INFORMATION UNDERLYING SUCH ROUTING, AND, ACCORDINGLY, STAR2STAR AND ITS THIRD PARTY PROVIDER(S) DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH INFORMATION OR ROUTING IS INCORRECT. IN ADDITION, STAR2STAR'S 911 EMERGENCY SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 OR e911 SERVICE AS FOLLOWS:

STAR2STAR 911 EMERGENCY SERVICE IS AVAILABLE ONLY AT THE PHYSICAL STREET ADDRESS REGISTERED WITH STAR2STAR FOR THE PARTICULAR AREA CODE AND PHONE NUMBER AND MAY NOT BE AVAILABLE AT ALL FOR PHONES THAT MOVE FROM LOCATION TO LOCATION.

YOU ACKNOWLEDGE AND AGREE THAT STAR2STAR'S 911 EMERGENCY SERVICE WILL BE AVAILABLE ONLY AT THE PHYSICAL ADDRESS ASSOCIATED WITH THE PARTICULAR AREA CODE AND PHONE NUMBER ASSIGNED TO YOU. YOU ALSO ACKNOWLEDGE AND AGREE THAT STAR2STAR'S 911 EMERGENCY SERVICE WILL NOT BE AVAILABLE TO YOU IF THE NUMBER ON THE HANDSET IS BLOCKED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT STAR2STAR'S EMERGENCY SERVICE WILL NOT BE AVAILABLE TO A PARTICULAR CUSTOMER AND NEITHER STAR2STAR NOR ITS UNDERLYING SERVICE PROVIDERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER THIRD PARTY FOR FAILURE TO PROVIDE 911 SERVICES TO YOU IN THE EVENT OF THE ASSIGNMENT OF AN AREA CODE AND PHONE NUMBER TO YOU LOCATED OUTSIDE OF THE

EXCHANGE AREA ASSOCIATED WITH YOUR PHYSICAL STREET ADDRESS OR RELOCATION OF THE TELEPHONE DEVICE TO WHICH AN AREA CODE AND PHONE NUMBER HAS BEEN ASSIGNED TO A LOCATION OTHER THAN YOUR PHYSICAL STREET ADDRESS AS REGISTERED WITH STAR2STAR. STAR2STAR MAY ASSESS A FEE FOR INCORRECT IDENTIFICATION OF STREET ADDRESS AND/OR MISCONFIGURED SERVICES WHICH RESULT FROM SUCH MISIDENTIFICATION.

**FAILURE TO DESIGNATE THE CORRECT PHYSICAL STREET ADDRESS**

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR STAR2STAR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR STAR2STAR EMERGENCY SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

When activating Star2Star Services, you must provide the actual physical street address where the device will be located, not a post office box, mail drop or similar address. You acknowledge and understand that Star2Star's Emergency Service does not function properly or at all if you move or otherwise change the physical location of your Star2Star Device to a different street address. Any change of the device's physical address must be coordinated with Star2Star for the service and 911 to work properly.

**AUTOMATED NUMBER & LOCATION IDENTIFICATION**

THE PSAP RECEIVING STAR2STAR 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION.

Star2Star's system is configured in most instances to send the automated number identification information and to transmit identification of the address that you have registered with Star2Star to the PSAP and local emergency personnel for your area when you dial 911; however, one or more telephone companies, not Star2Star, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the service is not operational for any reason, including without limitation those listed elsewhere in these Terms and Conditions.

**POWER FAILURE, OUTAGES OR DISRUPTIONS OF SERVICE**

YOU ACKNOWLEDGE AND AGREE THAT STAR2STAR 911 EMERGENCY SERVICE WILL NOT FUNCTION IF YOUR OPE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR STAR2STAR SERVICES ARE NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION INCLUDING SUSPENSION OR TERMINATION OF SERVICE BY YOUR BROADBAND PROVIDER AND/OR ISP OR BY STAR2STAR FOR ANY REASON INCLUDING BILLING ISSUES OR FOR OTHER REASONS DESCRIBED ELSEWHERE IN THESE TERMS AND CONDITIONS. IF THERE IS A POWER OUTAGE, THE STAR2STAR SERVICES AND 911 EMERGENCY SERVICE WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE STAR2STAR EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR STAR2STAR SERVICE, INCLUDING FOR 911 PURPOSES.

**POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING OR ANSWERING 911**

YOU ACKNOWLEDGE AND UNDERSTAND THAT FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH STAR2STAR SERVICES, THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS OVER TRADITIONAL PUBLIC TELEPHONE NETWORKS.

You acknowledge and accept that Star2Star relies on third parties for the forwarding of information underlying such routing, and, accordingly, Star2Star and its third party providers disclaim any and all liability or responsibility in the event such information or routing is incorrect.

#### **FAILOVER SERVICES**

1. Star2Star offers failover services through the use of third-party wireless 4G LTE carriers. ***This service is designed for failover purposes only*** and is not to be used as the primary data circuit. Due to the nature of 4G LTE wireless communications, there are limitations on the number of simultaneous calls that can occur when the service is activated. That number is based on factors outside of Star2Star's control, such as the location of the 4G LTE hardware ("4G Hardware"), the strength of signal and amount of voice/data traffic at the time of failover. As a result, Star2Star does not provide any warranty or guaranty on wireless 4G LTE failover service, nor is the 4G Hardware included as a Covered Component. Also, the 4G Hardware does not function without power; Star2Star recommends that it be installed with a backup power supply; and
2. Failover services are offered in plans. In the event of failover(s) where Subscriber's data usage (measured in gigabytes ("GB")) in a billing cycle exceeds its plan, the overage is billed at \$29.99 per GB. Gigabyte fractions are rounded up to the next whole number (i.e., 1.7 GB is rounded to 2.0 GB) for billing.

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION**

AS DESCRIBED HEREIN, STAR2STAR'S 911 EMERGENCY SERVICE CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR e911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. MOREOVER, STAR2STAR DOES NOT SUPPORT "TEXT-TO-911." YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS STAR2STAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO YOU OR STAR2STAR IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL OR TEXT 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO STAR2STAR OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF STAR2STAR.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT SENT OR TRANSMITTED BY YOU, PARTICIPANTS, AND/OR OTHER END-USERS, OR DISPLAYED OR UPLOADED BY YOU, PARTICIPANTS, AND/OR OTHER END-USERS WHILE USING STAR2STAR SERVICES. YOU REPRESENT AND WARRANT THAT YOU, PARTICIPANTS, AND/OR END-USERS HAVE THE RIGHT TO UPLOAD CONTENT USING STAR2STAR SERVICES AND THAT SUCH USE DOES NOT VIOLATE OR INFRINGE ON ANY RIGHTS OF ANY THIRD PARTY. THIS REPRESENTATION INCLUDES BUT IS NOT LIMITED TO LAWS REQUIRING OBTAINMENT OF CONSENT OF A THIRD PARTY TO USE THEIR CONTENT AND TO PROVIDE APPROPRIATE NOTICES OF THIRD PARTY RIGHTS. STAR2STAR SHALL NOT BE LIABLE FOR VIOLATIONS. MOREOVER, UNDER NO CIRCUMSTANCES WILL STAR2STAR BE LIABLE IN ANY WAY FOR ANY:

1. CONTENT THAT IS TRANSMITTED OR VIEWED WHILE USING ANY STAR2STAR SERVICES;
2. ERRORS OR OMISSIONS IN THE CONTENT; OR
3. ANY LOSS OR DAMAGE OF ANY KIND, NATURE OR DESCRIPTION ALLEGED OR INCURRED AS A RESULT OF THE USE OF, ACCESS TO, OR DENIAL OF ACCESS TO CONTENT SENT OR TRANSMITTED USING STAR2STAR SERVICES.

EXCEPT FOR CONTENT PROVIDED BY STAR2STAR, STAR2STAR IS NOT RESPONSIBLE FOR ANY CONTENT. STAR2STAR OR ITS VENDORS MAY DELETE ANY CONTENT, AT ANY TIME WITHOUT NOTICE, IF THEY, BECOME AWARE AND BELIEVE IN THEIR SOLE DISCRETION THAT THE CONTENT VIOLATES ANY PROVISION THE SUBSCRIPTION AGREEMENT, THESE TERMS AND CONDITIONS, THE RIGHTS OF OTHERS OR ANY LAW.

#### **ALTERNATIVE 911 ARRANGEMENTS**

YOU ACKNOWLEDGE THAT STAR2STAR DOES NOT OFFER PRIMARY LINE, LIFELINE, OR "TEXT-TO-911" SERVICES, AND THAT STAR2STAR STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

Star2Star does not offer or service silent alarms (sometimes referred to as SIP Call Buttons, panic buttons, etc.). If such line item(s) appear in a quote or invoice, they are from a third party provider. To the extent such devices are used in connection with Star2Star Services, all Terms and Conditions relating to 911 Emergency Service shall apply.

#### **PRIVACY AND SECURITY**

IP communications utilize, in whole or in part, the public Internet and third party networks to transmit voice and data communications. You acknowledge and understand that IP communications may not be private or secure. You acknowledge and agree that Star2Star Services may be monitored by Star2Star or its vendors, in each case subject to compliance with all applicable laws. Star2Star is not liable for any lack of privacy or security that you may experience with regard to the Star2Star Service. You are responsible for taking precautions and providing security that best suits your intended use of the service.

#### **PRIVACY POLICY**

Star2Star is committed to your privacy. Star2Star will obey all laws and regulations of the United States of America applicable to its use and disclosure of your information. Except as set forth in the Privacy Policy and CPNI Disclosure, Star2Star will not trade, sell, or disclose to any third party any form of PII or CPNI (as defined therein) without your consent and will not disclose or make available any PII or CPNI to any third parties seeking to market third party products without your consent. The Privacy Policy sets forth how Star2Star collects and uses information from customers who use Star2Star Services, from visitors to its website and portal and from potential customers who have communicated, made contact or interacted with Star2Star. All terms, provisions and agreements set

forth in the Privacy Policy (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

If Subscriber process personal data of end users or other identifiable individuals in its use of Star2Star Services, Subscriber is responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. Subscriber represents that it has provided all necessary privacy notices and obtained all necessary consents. Subscriber is responsible for processing such data in accordance with applicable laws.

#### **STAR2STAR SPAM POLICY**

Star2Star has zero tolerance for spam. Spam complaints will be dealt with seriously and can result in losing Star2Star privileges.

#### **LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY STAR2STAR**

You acknowledge and agree that Star2Star's services will not function in the event of power failure. You also acknowledge and agree that the service requires a fully functional broadband connection to the Internet (which may or may not be provided by Star2Star under your Subscription Agreement) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet Service Provider ("ISP") and/or broadband provider, the service will not function, but that you will continue to be billed for the service in accordance with these Terms and Conditions. Should there be an interruption in the power supply or Internet connection, the service will not function until power is restored or the Internet connection is re-established. A power failure or disruption may require you to reset or reconfigure your Star2Star Equipment prior to utilizing the service. Power disruptions or failures or ISP outages will also prevent use of the Star2Star Services from contacting emergency service numbers including the 911 Emergency Service. Should Star2Star suspend or terminate your service, the service will not function until such time as Star2Star restores your service (which shall require payment of all invoices and a reconnection fee in the amount of seventy-five dollars (\$75.00) and cure of any breach by you of these Terms and Conditions).

#### **HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT**

All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices, may not be compatible, and fax machines and modems may not function, with Star2Star's services. By accepting these Terms and Conditions, you waive any claims against Star2Star for interference with or disruption of such systems due to the service.

#### **LOCAL NUMBER PORTABILITY**

In the event you are not utilizing a new phone number for your Star2Star Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than Star2Star for local, long distance and international telephone services, to Star2Star Service, the terms, and conditions of this paragraph shall apply:

1. You hereby authorize Star2Star to process your order for Star2Star Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to Star2Star Service, and represent that you are authorized to take this action;
2. You agree and acknowledge that if your OPE is enabled prior to the date that the number switch becomes effective ("Port Effective Date"), you may only be able to make outgoing calls over the phone you have connected to the OPE. In such event, you should keep another phone

connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Star2Star Service;

3. You agree and acknowledge that if your OPE is not enabled as of the Port Effective Date, your existing phone service for the number you are transferring may be disconnected and you may have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that you make all arrangements to afford Star2Star the opportunity to enable the OPE prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via email by Star2Star following your completion of the ordering process;
4. You agree and acknowledge that rescheduling, adding or canceling after a port request will incur an administrative fee of \$50.00 for each individual location plus fees for each telephone number. Individual locations may need to be rescheduled if one or more of the individual telephone numbers need to be rescheduled, added, or canceled. Number porting for Subscribers with a single or multiple locations will be processed together as a complete project. Any changes to add or delete a number within the project require the complete cancellation of the project and resubmission as a new project. Rescheduling a single or multiple locations to a different date require projects cancellation and resubmission as a new project. In addition to the administrative fee, the Standard Cancellation Fee is \$6.00 per telephone number and changes to 411 and Directory Listings and to Caller ID are \$15.00 per telephone number. Additionally, expedited fees apply where Subscriber requests to shorten a timeframe to two-weeks or less. The Expedited Cancellation Fee is \$75.00 per telephone number and the Expedited Porting Fee is \$75.00 per port order. Expedites are not guaranteed and are subject to carriers' response times and availability; and
5. You agree and acknowledge that a snapback/win back request, initiating the return of telephone number back to the previous carrier, has a fee of \$306.00 per telephone number, in addition to the administrative fee.

#### **NUMBER TRANSFER ON SERVICE TERMINATION**

Star2Star or its providers may receive requests from other telephony providers (the "Requesting Party") acting as agents on your behalf to port a telephone number currently assigned to you to a third party provider ("Port-Out"). Star2Star will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Star2Star's or its providers' standard operating procedures. Note that you will be responsible for all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.

#### **TECHNICAL SUPPORT**

Star2Star provides technical support for Voice Services and Video Conferencing via phone and email, at no additional charge, to respond to and remediate problems associated with Covered Components, call or video quality or call completion problems. Problems may be reported via email at support@star2star.com, by dialing \*2\* (Star2Star as spelled out on your phone by dialing the \* and 2 keys) or calling 844-302-STAR (7827). Upon receipt of a reported problem, Star2Star will generate a response, within fifteen (15) minutes for a total voice services outage or within four (4) hours for all other issues, acknowledging receipt of the report. Star2Star does not guarantee that any reported problem will be resolved within that period. Star2Star provides support for system outages 24 hours per day 7 days per week on every day of the year. Star2Star provides support for non-outage related technical issues during Star2Star's Technical Support Hours which are from 6:00 A.M. to 11:00 P.M.



Eastern Time on Business Days, from 9:00 A.M. to 10:00 P.M. on Saturday, and from 9:00 A.M. to 6:00 P.M. on Sunday. Star2Star's Business Days are days other than a Saturday, Sunday, federal holiday or any day Star2Star is or is required to be closed.

Star2Star provides technical support for Connected Workspace via phone and email, at no additional charge, to respond to and remediate problems associated with Connected Workspace connection, performance, Connected Workspace related application issues, and Microsoft® 365 purchased through Star2Star. Issues and problems may be reported via email at [daas\\_support@star2star.com](mailto:daas_support@star2star.com), by dialing \*2\* (Star2Star as spelled out on your phone by dialing the \* and 2 keys) or calling 844-302-STAR (7827). Connected Workspace customers have direct access to the Connect Workspace Support Engineers via the dialing instructions and Customer Routing Code provided during implementation. Upon receipt of a reported problem, Star2Star will generate a response, within fifteen (15) minutes for a total Connected Workspace outage or within four (4) hours for all other issues, acknowledging receipt of the report. Star2Star does not guarantee that any reported problem will be resolved within that period. Star2Star provides support for system outages 24 hours per day 7 days per week on every day of the year. Star2Star provides support for non-outage related technical issues during Star2Star's Connected Workspace Technical Support Hours which are from 8:30 A.M. to 7:00 P.M. Eastern Time on Business Days. Star2Star's Business Days are days other than a Saturday, Sunday, federal holiday or any day Star2Star is or is required to be closed.

#### **CONNECTIVITY MONITORING**

Star2Star's StarWatch® software monitors 24x7x365 connectivity and Covered Components to ensure uninterrupted quality service. However, in the event of a voice services outage:

1. Star2Star will send a StarWatch® alert to the Subscriber and their designated Reseller about the voice outage;
2. Star2Star's StarRecovery® software will automatically deliver calls to the failover number(s) pre-configured by Subscriber;
3. Upon verification that the voice outage is unplanned, by the Subscriber or Reseller opening a ticket, Star2Star will respond within fifteen (15) minutes;
4. Star2Star will troubleshoot to identify the cause of the voice services outage, when possible, based upon the content of the request; and
5. Star2Star will resolve the voice services outage as soon as possible if traceable to Star2Star operated equipment or services; or where the problem is traceable to Star2Star operated equipment, inform affected parties and intercede on Subscriber's behalf, where possible, to resolve the interruption.

#### **UNLAWFUL, FRAUDULENT USE OF THE STAR2STAR SERVICES AND/OR THE OPE**

You agree to use the Star2Star Services and/or OPE only for lawful purposes. You will not use the service and/or OPE for any unlawful, abusive, or fraudulent purpose, including, for example, using the service in a way that

1. interferes with our ability to provide service to you or other subscribers; or
2. avoids your obligation to pay for Star2Star Services.

If Star2Star has reason to believe that you or someone else is abusing the Star2Star Service or using it fraudulently or unlawfully, it may immediately suspend, restrict, or cancel the service without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable. While Star2Star encourages the use of its services within the United States to other countries, Star2Star does not presently offer or support the service to customers located in other countries. The OPE is intended for use only in the United States. If you

remove the device to a country other than the United States and attempt to use the service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the service and/or device by yourself or any person making use of the service or device provided to you and agree to indemnify and hold harmless Star2Star against any and all liability for any such use. Should removal of the device from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Star2Star against any and all liability for such violation. If Star2Star determines that you are using the service from outside of the United States, Star2Star reserves the right to terminate your service immediately and without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable.

You agree to not participate in or assist in any fraudulent Messaging usage, in any form, by any means. Subscriber is solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent Messaging usage by Subscriber, or any other person or entity directly or indirectly utilizing Messaging under Your Star2Star account. Subscriber is and will remain solely responsible for all Messaging usage, fraudulent or otherwise.

Your use of Messaging must comply with all applicable laws and any applicable CTIA Messaging Principles, which include:

1. the CTIA Messaging Principles and Best Practices, dated as of January 19, 2017, as amended, supplemented and/or superseded from time to time by the CTIA – The Wireless Association; and
2. any other similar documents or guidelines promulgated from time to time by the CTIA – The Wireless Association.

You are liable for any and all Messaging use by yourself or any person making use of the service provided to you and agree to indemnify and hold harmless Star2Star against any and all liability for any such use.

In addition to any other rights or remedies that Star2Star may have under any applicable circumstances, Star2Star, in its sole and unfettered discretion, may block any Messaging that it deems to be in violation of your Subscription Agreement, these Terms and Conditions, and/or any agreements, arrangements and/or practices of or between Star2Star and any carriers and/or other service providers. The foregoing action could cause Subscriber's telephone numbers or toll-free numbers to be blocked and/or black-listed for outbound message transmission. As Star2Star does not control blocked or black-listed number, Star2Star does not guarantee removal from any black-listed or blocked status. Star2Star may block at any time any messages deemed by Star2Star or its underlying carrier in their reasonable discretion, to jeopardize their networks' integrity. If Star2Star blocks any messages pursuant to this section, commercially reasonable attempts will be made to notify Subscribers in advance of such blockage; provided, however, Star2Star will be under no obligation to provide any such notification and failure to do so shall not constitute a breach of any agreement with you. Subscriber acknowledges and agrees that messages to or from Subscriber may be blocked by carriers or other service providers for reasons known or unknown to Star2Star; Star2Star is under no obligation to investigate or remedy any such blockage. Star2Star does not guarantee delivery, regardless of the reason, of any messages.

## **THEFT OF SERVICE**

You agree to notify Star2Star immediately, via email to [reportfraud@star2star.com](mailto:reportfraud@star2star.com) or by phone at 941.234.0001 if the OPE is stolen or if you become aware at any time that your service is being stolen or fraudulently used. You must provide your account number and a detailed description of the circumstances of the OPE theft or fraudulent use of service. Failure to do so in a timely manner may result in the termination of your service (with your liability for all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.) Until such time as Star2Star receives notice of the theft or fraudulent use, you will be liable for all use of the service using an OPE stolen from you and any and all stolen service or fraudulent use of the service.

#### **OWNERSHIP AND RISK OF LOSS**

You shall be deemed the owner of the OPE, except for rented equipment, and bear all risk of loss of, theft of, casualty to or damage to the OPE, from the time it leaves Star2Star's location until the time (if any) when it is returned by you pursuant to these Terms and Conditions and has been received by Star2Star. Risk of loss passes to you at the time of shipment. Title passes, except for rented equipment, to you at the time of shipment.

#### **REASONABLE AND FAIR USE POLICY (APPLIES ONLY TO UNLIMITED LONG DISTANCE)**

Star2Star's unlimited domestic Long Distance is to be used for live dialog between human beings (no machine to machine calling) for normal business purposes and excludes calls to Alaska, Puerto Rico, other non-US state territories, for international calling, as listed on <http://www.star2star.com/international-rates>, and inbound toll-free calling (unless subscribed to by Subscriber for an additional fee). Unlimited Domestic Long Distance is assigned to one call path.

In addition to other prohibited uses, Star2Star's unlimited domestic Long Distance may not be used for:

1. mass call-in/call-out lines such as automatic call distribution ("ACD") systems, call centers, "hotlines," "contest lines," 900 numbers (which are always prohibited by Star2Star), political or fundraising campaigns, Subscriber support or inbound or outbound sales support applications;
2. auto-dialing or "predictive" dialing or other systems that use any method to automatically attempt to saturate call signaling or call paths;
3. spamming or blasting (e.g., simultaneously sending 20 or more bulk and/or junk voicemail or faxes); or
4. trunking or forwarding your Star2Star number to another phone number(s) or phone system capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

Total use cannot exceed the lesser of (a) 100,000 minutes of Domestic Long Distance per month per Subscriber; (b) 2,500 minutes of domestic Long Distance per month per call path (or 1,000 minutes of domestic Long Distance per month for unlimited standard and unlimited courtesy extensions, as applicable); or (c) 300% of the use per call path per Subscriber compared to all other Star2Star subscribers' domestic Long Distance usage, as measured over a rolling calendar quarter. Overages are charged at \$0.046/per minute billed in six-second increments.

Upon Subscriber's failure to comply with the above restrictions, Star2Star reserves the right to suspend or terminate the Star2Star Services.

#### **REASONABLE AND FAIR USE POLICY (APPLIES ONLY TO STARMESSENGER® AND/OR MESSAGING)**

Star2Star and StarMessenger® support delivery of Messaging using ten-digit phone numbers, receipt of domestic and international SMS, and receipt of domestic MMS and, depending on edition and/or user bundle(s) to which subscribed, includes a number of outbound SMS, outbound MMS, and inbound MMS as follows:

<b>Messaging Per Billing Period</b>			
<b>User Bundle / Edition</b>	<b>SMS</b>		<b>MMS</b>
	<b>Outbound</b>	<b>Inbound</b>	<b>In/Out combined</b>
<b>Messaging as included in Professional User Bundle, Professional Bundle for Microsoft® Teams, Professional User Extension for Microsoft® Teams, or StarMessenger®</b>	<b>1000</b>	<b>Unlimited</b>	<b>0</b>
<b>Messaging as included in Collaboration User Bundle, Customer Service User Bundle, Contact Center User Bundle, or StarMessenger® Ultimate</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>150</b>
<b>Messaging as included in Curbside Service 1000</b>	<b>1000 per location</b>	<b>Unlimited</b>	<b>Not Applicable</b>
<b>Messaging as included in Curbside Service 2000</b>	<b>2000 per location</b>	<b>Unlimited</b>	<b>Not Applicable</b>
<b>Messaging as included in Curbside Service 3000</b>	<b>3000 per location</b>	<b>Unlimited</b>	<b>Not Applicable</b>
<b>Messaging as included in Urgent Notifications 1000</b>	<b>1000 per Subscriber</b>	<b>Not Applicable</b>	<b>Not Applicable</b>

Upon Subscriber’s failure to comply with the above restrictions, Star2Star reserves the right to suspend or terminate the Star2Star Service. Star2Star will not immediately disrupt Service for what Star2star, in its sole discretion, deems to be moderate fluctuations in monthly volume that exceed of the number of included messaging type. Star2Star reserves the right to analyze usage on a rolling basis at any time. Such analysis will look at volume for the immediately prior three months. Monthly average usage above the amounts provided in this Fair Use Policy may result in a number of actions being taken by Star2Star, including but not limited to:

1. Requiring Subscriber to upgrade to a plan that includes more Messaging (if available);

2. Restricting Subscriber to the number of included messages by preventing sending/receiving messages for the remainder of the billing period once the limit of included messages has been reached; or
3. Suspending or terminating the StarMessenger® and/or Messaging Service.

### **PROHIBITED USES OF SERVICE**

You are expressly prohibited from reselling or transferring the service or Star2Star Equipment to any other person for any purpose. In addition, you are expressly prohibited from using the Star2Star Services for auto-dialing from a database of numbers for telemarketing purposes without receiving advance written permission from the called parties, robo-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal business usage patterns. Auto-dialing of calls to wireline numbers for informational purposes, debt collection calls, political campaigning, calls from health care providers, messages from charities, and market research, or polling is not a prohibited use of the Star2Star service.

If Star2Star determines, in its sole and absolute discretion, that you are reselling or transferring the service or that your service is being used for any of the Prohibited Uses, Star2Star reserves the right to immediately terminate the service without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term and to assess additional charges for each month in which excessive usage occurred, all of which immediately become due and payable.

When using StarCenter® and/or Contact Center software, You will not provide and will not permit any end-user to provide: (a) content that contains sensitive personal information including but not limited to social security numbers, driver's license numbers, geolocation data, personal characteristics, behavior, religious or political convictions, sexual preferences, genetic or biometric data, employment data, education data, financial information including cardholder data, or protected health information; or (b) adult content.

You agree to use, and not permit any end-user to use Star2Star Services and the Star2Star Equipment only for lawful purposes and in accordance with all laws, rules, regulations, ordinances and orders, including those applicable to robocalls and caller identity spoofing.<sup>2</sup> This means that you agree not to use the Star2Star Services and/or Star2Star Equipment for placing a call, or transmitting or receiving any communication or material of any kind when, in Star2Star's sole and absolute judgment, the placing of the call, the transmission, receipt or possession of such communication or material would (i) violate any applicable law, rule, regulation, ordinance or order, including those applicable to robocalls and caller identity spoofing; (ii) constitute a criminal offense, or give rise to civil liability, or (iii) encourage conduct that would constitute a criminal offense, or give rise to civil liability.

Additionally, You agree that You will not use, and will not permit any end-user to use, the Star2Star Services to:

1. Build or benchmark a competitive product or service, or copy any features, functions or graphics of the Star2Star Services;

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<sup>2</sup> Caller identity spoofing is when a caller deliberately falsifies the information transmitted to the recipient's caller ID display to disguise their identity.

2. Transmit any material that may infringe the intellectual property or other rights of third parties;
3. Post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of said proprietary rights;
4. Communicate any message or material that is harassing, defamatory, libelous, threatening, obscene, indecent, or does or would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense. This includes, but is not limited to displays of nudity, violence, pornography, sexually explicit material, or criminal activity;
5. Engage in any activity that is fraudulent, false, or misleading;
6. Upload or transmit any software, content or code that does or is intended to harm, disable, destroy, or adversely affect performance of the services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Star2Star and/or other users;
7. Send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation material;
8. Misrepresent a user's identity or affiliation with any entity or organization, or impersonate any other person;
9. Collect, harvest, or gather user data without consent of both the user and Star2Star;
10. Violate the privacy of others or distribute confidential or personal information of third parties without their express advance written consent; and/or
11. Engage in any activity that is or is intended to be harmful or disruptive to the Star2Star Services and/or Star2Star Equipment and/or attempts to circumvent restrictions on access, usage, or security of the Star2Star Services, including but not limited to transmitting viruses, malware or other malicious or destructive code or using tools to mask IP address location or to otherwise circumvent restrictions on use.

Star2Star reserves the right to terminate your service immediately and without advance notice if Star2Star, in its sole and absolute discretion, concludes that you have violated the above restrictions, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. You are liable for any and all use of the service and/or the OPE by yourself and by any person making use of the service or device provided to you and agree to indemnify and hold harmless Star2Star against any and all liability for any such use. If Star2Star, in its sole and absolute discretion, concludes that you have violated the above restrictions, Star2Star may forward the objectionable material, as well as your communications with Star2Star and your PII (personally identifiable information) to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

#### **COPYRIGHT / TRADEMARK / UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE**

The Star2Star Service and Star2Star Equipment and any firmware or software used to provide the service or provided to you in conjunction with providing the Service, or embedded in the OPE, and all services, information, documents and materials on Star2Star's website and portal are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, portals, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Star2Star are and shall remain the exclusive property of Star2Star and nothing in these Terms and Conditions shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the service or provided to you in conjunction with providing the service, or

embedded in the OPE, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with these Terms and Conditions. You expressly agree that the OPE is exclusively for use in connection with the Service and that Star2Star will not provide any passwords, codes or other information or assistance that would enable you to use the OPE for any other purpose. If you elect to use the service through an interface device not provided by Star2Star, which Star2Star generally prohibits, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the service and you will indemnify and hold harmless Star2Star against any and all liability arising out of your use of such interface device with the service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Microsoft® is a registered trademark of the Microsoft Corporation, used in accordance with <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/general.aspx>.

Star2Star does not obtain any intellectual property rights in content submitted, posted, or displayed through the use of Star2Star Services.

#### **DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICES**

Certain materials transmitted and/or displayed via the Applications are from third parties not within Star2Star's control. Star2Star is under no obligation to, and does not, scan such third-party Content used in connection with the Applications for the inclusion of illegal or impermissible content. However, Star2Star respects the copyright interests of others and, as a policy, does not knowingly permit usage of materials that infringe another party's copyright.

If you believe any materials on the Applications infringe a copyright, Subscriber can click here to submit a notice or can provide Star2Star with written notice that at a minimum contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement, under penalty of perjury, that the information in the notification is accurate and that the complaining party are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law."

All DMCA notices should be sent to Star2Star's designated agent as follows:

Designated Agent for

Star2Star Communications, LLC  
 301 N. Cattlemen Road, Suite 300  
 Sarasota, FL 34232  
 Tel: +1941.234.0001  
 Email: [Legal@Sangoma.com](mailto:Legal@Sangoma.com)

Star2Star may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

#### **TAMPERING WITH THE OPE OR THE STAR2STAR SERVICES**

The OPE will be configured for your exclusive use of the Star2Star Services on your chosen broadband connection. Unless expressly authorized to do so by Star2Star, you shall not tamper with the OPE, modify its configuration or try to directly access it in any way. You agree not to change the electronic serial number or equipment identifier of the device, or to perform a factory reset of the device, without express permission from Star2Star. Star2Star reserves the right to terminate your service should you tamper with the OPE, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the service that is inconsistent with its intended purpose or to attempt to do so.

#### **CANCELLATION OF SERVICE**

##### By you:

1. If you cancel your service before the end of your then-current subscription term, you will be charged for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable;
2. Any service deposits held by Star2Star on your behalf will be refunded; and
3. Star2Star will charge your credit card for all remaining outstanding charges.

##### By Star2Star:

1. Star2Star reserves the right to discontinue its service, cancel your account, and/or block your access to the Star2Star network, without incurring any liability, immediately and without notice if Star2Star deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Star2Star's personnel, agents, facilities, or services. Without limitation, Star2Star may take such actions if:



- a. You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your creditworthiness, your past or current use of common carrier communications service, or your planned use of such service;
  - b. You indicate that you will not comply with a request for security for the payment of services;
  - c. Your service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or possible fraud;
  - d. You have been given notice by Star2Star of any past due amount (which remains unpaid, in whole or in part) for any of Star2Star's or an affiliated carrier's service to which you either subscribe or had subscribed or used;
  - e. You either refuse to pay when billed for service or indicate to Star2Star or an entity billing on Star2Star's behalf that you do not intend to pay for service used by you;
  - f. You use, or attempt to use, the service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to the service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
  - g. You act, or fail to act, in a manner that hinders or frustrates any investigation by Star2Star or others having the legal authority to investigate your legal obligations;
  - h. You were previously provided with notice of breach of contract, took corrective action, but thereafter engage in the same breach activity;
  - i. You act in a manner that is threatening, obscene, harassing, or abusive to Star2Star personnel; or
  - j. Star2Star is required to do so to comply with, or due to termination of one of Star2Star's underlying carrier agreements.
2. Star2Star reserves the right to discontinue its service, cancel your account, and/or block your access to Star2Star's network, without incurring any liability, immediately upon written notice to you if:
    - a. Any invoice charges remain outstanding and owed by you after the 30th day from the date of the invoice notifying you of the charges; or
    - b. You fail to comply with a request by Star2Star for security for the payment for services.
  3. Star2Star reserves the right to modify, substitute, wind-down, sunset, suspend, and/or discontinue temporarily or permanently ("**End-of-Life**") Star2Star Services and/or Star2Star Equipment from time to time at its sole discretion. You agree that Star2Star will not be liable to you or any third party for any End-of-Life action concerning Star2Star Services and/or Star2Star Equipment, although Star2Star may, in its sole discretion, provide you with a credit, refund, discount, or another form of consideration. Star2Star may provide you with advance notice of any End-of-Life change if reasonably practicable or otherwise promptly thereafter. Notice may be provided in any manner designed to provide information to you, including posted to Star2Star's website, sent to you via email, or included as a message on your recurring invoice from Star2Star. Upon providing notification, You agree to reasonably work with Star2Star to facilitate End-of-Life modifications impacting your Star2Star Services and/or Star2Star Equipment. If you fail to comply with Star2Star's reasonable End of Life requirements, Star2Star reserves the right to suspend or terminate your Star2Star Services.
  4. In the event of the discontinuance of the service by Star2Star pursuant to these provisions, you will be charged for all outstanding charges as well as all monthly, usage and disconnect

fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable.

5. Any service deposits held by Star2Star on your behalf will be refunded.
6. Star2Star will charge your credit card for all remaining outstanding charges.

#### **BILLING AND PAYMENT FOR THE STAR2STAR SERVICES**

Star2Star's billing procedures provide for the delivery of monthly bills in electronic format and for payment by credit/debit card or by ACH transfer via Star2Star®Pay. Once your Star2Star account has been established, you will be sent an email activation code to Star2Star®Pay with a registration link. You can directly register and establish your electronic wallet to pay by credit/debit card or by ACH and establish an AutoPay Authorization for automatic payment of invoices. You will register under your Parent Customer ID and have access to all locations under your Agreement, if applicable. Electronic payers that do not establish an AutoPay Authorization will be charged an Invoice Processing and Payment Fee of \$19.99 on their monthly invoice.

In the event you desire to receive monthly invoices from Star2Star by mail or remit payment by check, instead of credit/debit card or ACH transfer via Star2Star®Pay, Star2Star will add a \$19.99 Invoice Processing and Payment Fee to your monthly invoice. Check payers are also requested to register on Star2Star®Pay to access their billing and payment history. If You elect to remit payment by phone, a separate \$19.99 per payment administrative fee will be added at the time payment is made. Any such pay-by-phone administrative fee is in addition to any Invoice Processing and Payment Fee discussed herein.

Star2Star's invoices will reflect the following charges depending on your Subscription Agreement and actual usage:

1. a monthly service fee for your Star2Star Services;
2. usage in excess of the included and any pre-purchased number of minutes (local and domestic long distance) as allocated by your plan per month, charged at \$0.046 per minute billed in six-second increments (including any minutes used in connection with StarFax®);
3. line demand in excess of your allocated number of lines ("Line-burst") charged at \$0.25 per minute (including StarFax™ usage) rounded up;
4. inbound toll-free service in excess of the pre-purchased number of minutes, if any, charged at \$0.03 per minute billed in sixty-second increments (including StarFax™ usage), rounded up;
5. StarFax® usage in excess of 100 pages per month per StarFax® Personal license, charged at \$0.05 per page;
6. StarFax® usage in excess of 100 pages per month per StarFax® Digital 100 license, charged at \$0.05 per page;
7. Digital Fax usage in excess of 100 pages per month per Collaboration User Bundle, Customer Service User Bundle, or Contact Center User Bundle, charged at \$0.05 per page;
8. StarFax® usage in excess of 500 pages per month per StarFax® Digital 500 license, charged at \$0.05 per page;
9. StarFax® usage in excess of 1500 pages per month per StarFax® Digital 1500 license, charged at \$0.05 per page;
10. StarFax® usage in excess of 5000 pages per month per StarFax® Digital 5000 license, charged at \$0.05 per page;

11. StarFax® usage in excess of any amounts provided in Subscriber's quote per StarFax® Digital Enterprise license, charged at overage amounts found in Subscriber's quote;
12. a remote extension monthly service fee of \$4.95 when remote extension enabled at any time during the billing cycle (separate e911 charge(s) will be applicable for the line associated with the remote extension);
13. StarFax® Classic monthly service fee where the subscriber has a registered fax line but no StarFax® Personal or StarFax® Digital license purchased for that fax line;
14. 411 calls and other ELS calls; and
15. International, Alaska, Puerto Rico and other US territories call charges, charged on a per minute usage basis at then-current rates (including StarFax® usage);
16. charges for all other services subscribed to and provided for in the Subscriber Agreement or actually used at any time during the billing cycle at the then current rate(s), such as toll-free numbers, out of area numbers, additional DID (direct inward dial) usage, and unpublished numbers, etc.;
17. any shipping or handling charges; and
18. all applicable Taxes and Fees.

You may incur charges or be required to order a different type of service plan if you change your phone number after your Star2Star Service has been activated.

For purposes of determining charges on your invoice, a local call is defined as any call made inbound or outbound that is within 40 miles of the central office of the primary phone number of the Star2Star location as determined by Vertical and Horizontal (V&H) Coordinates. A long distance call is defined as an outbound call to a phone number located within a central office that is greater than 40 miles from the central office of the primary phone number of the Star2Star location, as determined by Vertical and Horizontal (V&H) Coordinates. An out-of-area phone number is defined as a phone number located within a central office that is greater than 40 miles from the central office of the primary phone number of the Star2Star location, as determined by Vertical and Horizontal (V&H) Coordinates.

Star2Star will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Star2Star decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly service fees, international usage charges, 411 and ELS charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Star2Star reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50.00. Any usage charges will be billed in increments that may be rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Star2Star's website.

Star2Star shall have the sole discretion and flexibility to apply any payments or other money received from a subscriber against any invoices or other amounts due and owing to Star2Star or any of its affiliated entities by that subscriber.

#### **COMMENCEMENT OF BILLING**

Monthly billing commences upon applicable services being Enabled and Available for use at a location.

1. Voice Services and/or Messaging. Once your services are provisioned, installed, and functioning (able to make outgoing calls or send Messages or receive incoming calls or

Messages on a temporary or new DID, or actual Subscriber ported TN) at the applicable location, Star2Star will begin monthly billing for the services (we refer to this as "Enabled and Available" for use).

2. SD-WAN Service. For new locations, Star2Star will begin monthly billing for SD-WAN services the earlier of: (1) thirty (30) days after the date the Star2Star SD-WAN equipment is shipped to a Subscriber's location; or (2) the date the services are Enabled and Available.
3. 4G LTE Failover Service. For new locations, Star2Star will begin monthly billing for 4G failover services the earlier of: (1) thirty (30) days after the date the 4G Hardware is shipped to a Subscriber's location; or (2) the date the services are Enabled and Available.
4. Connected Workspace. For all Connected Workspace users, billing will begin immediately upon provisioning of each user as reflected in the Connected Workspace Portal. Such billing shall not be prorated for any partial billing periods. Connected Workspace provisioning shall not count towards the date a location is Enabled and Available for use unless the applicable quote or order is for Connected Workspace services only (i.e., no other Star2Star Services such as Voice Services are included in the quote or order; only Connected Workspace services are quoted/ordered), in which case the Enabled and Available for use date is determined by the date the first Connected Workspace user is provisioned as evidenced in the Connected Workspace Portal. For quotes or orders that include additional Star2Star Services (i.e., Voice Services, etc.), Connected Workspace shall not apply for an Enabled and Available for use date.
5. Other Services. For all Other Services (as defined below), billing will begin immediately upon provisioning of the first user or activation of the first license. Such billing shall not be prorated for any partial billing periods. Provisioning of Other Services shall not count towards the date a location is Enabled and Available for use unless the applicable quote or order is for Other Services only (i.e., no Star2Star Services, such as Voice Services, are included in the quote or order; only Other Services are quoted/ordered), in which case the Enabled and Available for use date is determined by the date the first user is provisioned or first license activated. For quotes or orders that also include Star2Star Services (i.e., Voice Services, etc.), Other Services shall not apply for an Enabled and Available for use date.

For purposes of these Terms and Conditions, "Other Services" includes each of the following.

- i. Sangoma Meet
- ii. SmartOffice™

For Subscription Agreements with an Effective Date of- December 3, 2021 or later, locations will be deemed Enabled and Available for use at the earlier of sixty (60) days<sup>3</sup> after the Effective Date or as described above in this section.

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<sup>3</sup> In the event the sixtieth day falls on a non-Business Day, the Enabled and Available for Use date shall be the next Business Day.

For Subscription Agreements with an Effective Date of December 3, 2021 or later, Additional Locations will be deemed Enabled and Available for use at the earlier of sixty (60) days<sup>4</sup> after the date of accepting the Additional Location Order or as described above in this section.

### **ACCORD AND SATISFACTION**

No payment by you or receipt by Star2Star of an amount less than the invoiced amount shall be deemed to be other than on account. No endorsement or statement on any check, or in any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Star2Star may accept such check or payment without prejudice to Star2Star's right to recover the balance due or pursue any other remedy provided in these Terms and Conditions.

### **PRICE CHANGES AND OTHER MODIFICATIONS**

Notwithstanding any terms to the contrary in any Star2Star materials, Star2Star may change the prices and charges for Star2Star Services and/or international calling and/or 411 and ELS services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the service and/or other charges are effective no sooner than fifteen days after we post them on our website at Star2Star.com. Increases to the Cost Recovery Fee, which is associated with our costs relating to government programs, federally or state-imposed regulations, regulatory compliance, or similar requirements applicable to Star2Star, among other things, are effective no sooner than three (3) days after we post the increases on our website.

If you choose to add additional Star2Star Services or equipment after the commencement date of your first location, all additional Star2Star Services and equipment must be purchased through Star2Star. If such equipment is not purchased through Star2Star, you understand that Star2Star may refuse to add this equipment to your agreement.

**“PROMOTIONAL” MONTHS; DEFERRED PAYMENTS.** Star2Star, from time to time, may offer Subscribers promotions and/or special payment plans (“Promotional Months”) under which the payment of Subscribers’ monthly recurring charges are deferred for one or more months, as determined in Star2Star’s sole discretion. In exchange for the Promotional Months, Subscribers agree to extend the Term of their Subscription Agreements by the number of Promotional Months provided by Star2Star. For example, if two Promotional Months are offered, Subscriber’s operative Term will extend by two months.

### **CHARGES AND BILLING**

Charges accrue through a full billing period. To determine the charge for each international call, we may round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

### **STORAGE OF RECORDED CALLS & IVR FILTER CONTENT**

For those Subscribers that have licensed Star2Star’s StarCenter® and/or Contact Center software and purchased call recording, Star2Star stores those calls you choose to record. Except when subscribing to Star2Star’s unlimited call recording feature, each call agent license includes 200 hours of cumulative recording time with the hours pooled among all licensed agents of Subscriber. Star2Star samples the stored hours once per day for each StarCenter® and/or Contact Center Subscriber and the daily average over the monthly billing cycle determines the total cumulative

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<sup>4</sup> In the event the sixtieth day falls on a non-Business Day, the Enabled and Available for Use date shall be the next Business Day.

recording time for that billing cycle. If the daily average exceeds the total number of pooled hours in any billing cycle, an overage charge of \$0.25 per hour (or fraction thereof) will apply for that billing cycle and will be invoiced in arrears to Subscriber. Subscriber's system administrator can delete or download calls stored by Star2Star to Subscriber's system at no charge and without assistance from Star2Star. Please see the StarCenter® and/or Contact Center Configuration Guide for information on deleting or downloading those calls being stored by Star2Star.

For those Subscribers that have licensed Star2Star's StarCenter® and/or Contact Center software and purchased IVR Filter, Star2Star stores the content provided therefrom for up to three (3) days. Please see the StarCenter® and/or Contact Center Configuration Guide for information on deleting or downloading IVR Filter related content being stored by Star2Star.

Star2Star will continue to store Subscriber's above-referenced call recordings for fourteen (14) days following the cancellation of Subscriber's Agreement and/or call recording election. If Subscriber requests Star2Star to maintain call recordings for a longer amount of time, it must inform Star2Star in writing within the fourteen (14) day period and Star2Star will specify if and how such recordings will be maintained and the associated charges.

Star2Star will continue to store Subscriber IVR Filter-related content for up to three (3) days following the cancellation of Subscriber's Agreement and/or IVR Filter election.

Star2Star shall not be liable to Subscriber or any third party for damages arising out of or in any way related to loss of data or recordings.

#### **FAILURE TO PAY**

Upon advance notice, we may suspend, restrict, or cancel the service, if you do not make payments for current or prior bills by the required due date. Service suspension or cancellation may result in your loss of the number associated with the service if amounts due are not paid and ported out.

The failure of Star2Star to require or enforce strict performance by you or any provision of the Subscription Agreement or to exercise any right under the Subscription Agreement shall not be construed as a waiver or relinquishment of Star2Star's right to assert or rely upon any such provision or right in that or any other instance. Star2Star may choose to enforce certain portions of the Subscription Agreement more strictly against certain subscribers than it does against subscribers in general, and such disparate treatment shall not be a defense to any action brought by Star2Star to enforce the terms of or exercise any right under the Subscriber Agreement.

#### **LATE PAYMENT CHARGE & BILLING DISPUTES**

Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the service. You must notify Star2Star in writing within seven days after receiving your credit card statement if you dispute any Star2Star charges on that statement or such dispute will be deemed waived. Billing disputes should be directed to Star2Star via email at [billing@star2star.com](mailto:billing@star2star.com).

You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, we will charge you an additional \$25.00. If the state law where you receive the service requires a different fee, we will charge you that amount.

#### **TAXES AND FEES**

You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for Star2Star Services or the Star2Star Equipment. Such taxes, fees and/or charges, may include but not be limited to, federal and state Universal Service Fund Fees, and other federal, state or local mandated taxes, fees and surcharges based on jurisdiction, for example, use, excise and e911 charges, as well as any compliance and/or administrative cost recovery fees. Such amounts are in addition to payment for the service or devices and will be invoiced as set forth in these Terms and Conditions. If you are exempt from payment of certain taxes, you must provide Star2Star with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date, Star2Star receives such certificate.

### **RIGHT TO ACT**

Upon Subscriber's failure to perform any of its duties required by these Terms and Conditions, Star2Star may, but shall not be obligated to, perform any or all such duties, including payment of any tax, assessment, or insurance and other charges or expenses as provided herein. Subscriber shall reimburse Star2Star an amount equal to the cost paid plus a 10% administrative fee.

### **CREDIT ALLOWANCES FOR INTERRUPTION OF STAR2STAR VOICE SERVICE**

Star2Star guarantees 99.999% network reliability for voice services as outlined in this section. Subscriber's exclusive remedy under this guarantee is that Star2Star shall provide a 200% credit to Subscriber's account for the duration of any outage if the cause of a voice service interruption is traced to Star2Star's network; more than fifteen percent (15%) of Subscriber's phones are affected by the interruption; and the interruption exceeds 26 seconds duration (less than 99.999% monthly uptime). The credit shall be calculated by dividing the duration of the outage in seconds (less 26 seconds) by the total seconds in the month times the total fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees) times two. Subscribers may request credit for outages by emailing support@star2star.com, by dialing \*2\* (Star2Star as spelled out on your Star2Star phone by dialing the \* and 2 keys) or calling 844-302-STAR (7827). Credit must be requested within seven (7) days of the applicable outage to be eligible. The credit shall be applied to the next billing cycle invoice.

Please be aware that SD-WAN service, 4G LTE Failover, Video Meetings, Connected Workspace, Chat Messaging, Messaging, and softphone applications are not considered part of the Star2Star voice services network and therefore are not covered by this network reliability guarantee.

### **CREDIT ALLOWANCES FOR INTERRUPTION OF SD-WAN SERVICE**

Star2Star guarantees 99.999% network availability for SD-WAN service as outlined in this section. 99.999% availability guarantee for SD-WAN services shall apply where the following requirements are met:

1. SD-WAN hardware is powered by an uninterruptible power supply and kept in a climate controlled location appropriate for computer equipment;
2. The SD-WAN location has a minimum of three (3) internet ISP circuits from three (3) different internet providers delivered on three (3) different physical WAN mediums

connected to the software. All three (3) internet circuits must be operational and free of persistent alarms within preceding 24 hours before any outage;

3. Subscriber proactively monitors and troubleshoots any issues with the internet circuits to resolve any persistent alarms; and
4. The Subscriber's SD-WAN service is deployed with either (i) high availability or (ii) warm-standby option at the location.

The SD-WAN service availability guarantee includes connectivity across Subscriber's underlying internet circuits at location. "Availability" means:

1. Star2Star's datacenter based gateway clusters are operational so the Subscriber hardware running the SD-WAN software can connect;
2. Subscriber hardware running the SD-WAN is operational; and
3. Subscriber hardware running the SD-WAN software is remotely reachable through the SD-WAN service and is capable of passing Subscriber traffic.

Subscriber's exclusive remedy for any Star2Star caused SD-WAN outage is repair of service and credit for the outage period. Star2Star shall provide a 200% credit to Subscriber's account for the duration of the outage. Star2Star will not incur any liability to Subscriber for outages beyond Star2Star's reasonable control, including, but not limited to: disruption of issues on Subscriber's local network, issues with Subscriber's non-Star2Star provided internet connections, issues caused by Subscriber provided hardware or software, disruptions of power, erroneous configuration changes made by Subscriber, Force Majeure Events, or other non-compliance with other provisions of these Terms and Conditions. Subscribers may request credit for outages by emailing support@star2star.com, by dialing \*2\* (Star2Star as spelled out on your Star2Star phone by dialing the \* and 2 keys) or calling 844-302-STAR (7827). Credit must be requested within seven (7) days of the applicable outage to be eligible.

The credit shall be calculated by dividing the duration of the eligible outage in seconds (less 26 seconds) by the total seconds in the month times the total applicable fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees) times two. Each of Subscriber's locations may be eligible for multiple credits in a month, however the sum of all monthly credits is not to exceed 100% of the monthly fixed charge of the applicable service. The credit shall be applied to the next billing cycle invoice.

Please be aware that Star2Star and its vendors are continually upgrading and maintaining the SD-WAN network to ensure optimal performance. Maintenance is done with consideration of the potential impact to Subscribers. Periods of lost connectivity during planned maintenance for which notice is given are not eligible for credit as outlined above.

#### **CREDIT ALLOWANCES FOR INTERRUPTION OF CONNECTED WORKSPACE SERVICE**



Star2Star guarantees 99.99% service availability for Connected Workspace service as outlined in this section. The 99.99% availability guarantee for Connected Workspace services shall apply where the following requirements are met:

1. Subscriber proactively monitors and troubleshoots any issues with the internet circuits to resolve any persistent alarms;
2. Subscriber proactively monitors and troubleshoots any issues with the local area network to resolve any connectivity issues impacting the local computer;
3. All of Subscriber's hardware peripherals, including but not limited to printers, scanners (document, bar code, etc.), USB hubs, and industry unique peripherals (CAD Boards, etc.) are identified as being supported here;
4. Microsoft® Azure services are available and not offline or in an outage status; and
5. Citrix® Cloud services are available and not offline or in an outage status.

The Connected Workspace service availability guarantee includes connectivity across Subscriber's underlying internet circuits at the affected location. "Availability" means:

1. Star2Star's datacenter based gateway clusters are operational so the Subscriber hardware running the SD-WAN software can connect;
2. Star2Star's DNS services are available allowing Subscriber end-users using DNS to resolve <https://star2star.cloud.com>;
3. Subscriber's end-users, when using an authorized user account with the appropriate credentials, can authenticate to [star2star.cloud.com](https://star2star.cloud.com); and
4. Subscriber's end-users are presented with a desktop or application and upon clicking said desktop or application Star2Star's systems connect the user to that remote computing resource.

Connected Workspace service does not include support for "thin" or "zero" clients; no availability guarantee applies when such devices are used.

Subscriber's exclusive remedy for any Star2Star caused Connected Workspace outage is repair of service and/or credit for the outage period. Star2Star shall provide a 100% credit to Subscriber's account for the duration of the outage. Star2Star will not incur any liability to Subscriber for outages beyond Star2Star's reasonable control, including, but not limited to: disruption of issues on Subscriber's local network, issues with Subscriber's non-Star2Star provided internet connections, issues caused by Subscriber provided hardware or software, disruptions of power, erroneous configuration changes made by Subscriber, erroneous configuration changes made by upstream providers used by Star2Star to provide the service, Force Majeure Events, or other non-compliance with other provisions of these Terms and Conditions. Subscribers may request credit for outages by emailing [support@star2star.com](mailto:support@star2star.com), by dialing \*2\* (Star2Star as spelled out on your Star2Star phone by

dialing the \* and 2 keys) or calling 844-302-STAR (7827). Credit must be requested within seven (7) days of the applicable outage to be eligible.

The credit shall be calculated by dividing the duration of the eligible outage in seconds (less 4.38 minutes) by the total seconds in the month times the total applicable fixed recurring service charge (exclusive of equipment, maintenance, Taxes and Fees). Each of Subscriber's locations may be eligible for multiple credits in a month, however the sum of all monthly credits is not to exceed 100% of the monthly fixed charge of the applicable service. The credit shall be applied to the next billing cycle invoice.

Please be aware that Star2Star and its vendors are continually upgrading and maintaining the Connected Workspace service to ensure optimal performance. Maintenance is done with consideration of the potential impact to Subscribers. Periods of lost connectivity during planned maintenance for which notice is given are not eligible for credit as outlined above.

### **CONSUMER PRICE INDEX ESCALATION**

Upon each anniversary of the Commencement Date, Star2Star shall review the change in the Consumer Price Index (CPI-U, U.S. city average, all items, 1982-1984=100) (the "Index") as published by the U.S. Bureau of Labor Statistics, over the prior twelve (12) months (or such period as close as possible given the dates on which the CPI-U is published).

Such review shall be made by subtracting the Index in effect as of the previous anniversary date (or commencement date when such review is made at the first anniversary) ("Base CPI"), from the Index published as close to the anniversary date ("Current CPI") as possible. The resulting difference is then divided by the Base CPI. If the quotient (the "Factor") is .03 or greater, then Star2Star shall have the right to adjust going forward all Star2Star recurring charges as of the anniversary date by multiplying the recurring charges by the "Index Ratio" which is equal to the Factor plus one (1).

If the Factor is .03 or greater in any year, all subsequent increases to the Index as of the anniversary date, regardless of amount, shall be used to determine the "Adjusted Factor." Star2Star shall have the right to adjust going forward all Star2Star recurring charges as of each anniversary date by multiplying the original recurring charges (as determined prior to any adjustment under this provision) by the "Adjusted Index Ratio," which is equal to the Adjusted Factor plus one (1). The determination of the Factor, Adjusted Factor, and related Index Ratios is represented by the following formulas:

$$F = (A - B)/B \quad AF = ((A - B)/B) + F \quad IR = F + 1 \quad AIR = AF + 1$$

Where:

A = Current CPI

F = Factor

IR = Index Ratio

B = Base CPI

AF = Adjusted Factor

AIR = Adjusted Index Ratio

Example 1: Base CPI is 215.693 and the Current CPI is 217.965. The Factor is .011. Since the Factor is less than .03, no adjustment is made to the recurring charges.

Example 2: Base CPI is 217.965 and the Current CPI is 225.722. The Factor is .036. Given that the Factor exceeds .03, the original recurring charges are multiplied by the Index Ratio of 1.036 to determine the new recurring charges going forward.

Example 3: Same facts as Example 2 but on the next anniversary the Current CPI is 229.478. The Adjusted Factor becomes .052  $(((229.478-225.722)/225.722) + .036)$  and the original recurring

charges are multiplied by the Adjusted Index Ratio of 1.052 to determine the new recurring charges going forward.

No adjustment shall be made to the recurring charges until the Index has increased by 3% or more between anniversary dates. Star2Star reserves the right to adjust all non-recurring charges using the same calculations.

In the event that the Index is unavailable as of the anniversary date, you are to continue to timely pay all Star2Star recurring charges until the Index is available. Once available, the calculation shall occur to determine if the Star2Star recurring charges are subject to escalation in accordance with this section. If there is an escalation, you agree to make a retroactive payment to Star2Star equal to the difference between

1. the escalated Star2Star recurring charges due from the anniversary date until the date such increase was finally computed; and
2. the Star2Star recurring charges actually paid by you from the anniversary date until the date such increase was finally computed.

No subsequent adjustments or re-computations, retroactive or otherwise, shall be made due to any revision that may later be made to the first published figure of the Index for any month.

In no event shall the Star2Star recurring charges decrease as a result of a change in the Index.

Any delay or failure of Star2Star in computing or billing you for an escalation in the Star2Star recurring charges as permitted by this section shall not constitute a waiver of or in any way impair your obligation to pay any portion of the escalation.

Your obligation to pay escalated Star2Star recurring charges shall continue and shall cover all periods up to the last date of the Subscription Agreement, through expiration or termination.

In the event the Index ceases to use 1982-84=100 as the basis of calculation, or if, in Star2Star's sole judgment, a substantial change is made in the method used by the federal government to determine the Index or the items used to calculate the Index, then the Index shall be converted (the "Conversion") to the figure that would have been calculated (or as close to such figure as shall be practical) had the manner of calculating the Index in effect as of the date of the Subscription Agreement not been altered. As used herein, it shall be deemed a "substantial change" in the manner in which the Index is calculated if the federal government adjusts the method in which the Consumer Price Index is determined in an attempt to more accurately reflect changes in the cost-of-living.

If in Star2Star's sole judgment, the Conversion is impossible or impractical, then the revised Index shall be deemed to replace the original Index for purposes of the Subscription Agreement.

#### **COLD AND DEACTIVATED EQUIPMENT**

*"Cold Equipment"* means any StarBox® or other equipment that is purchased by a Subscriber or a channel partner from Star2Star and is not scheduled to be activated on the StarSystem® at the time of purchase.

*"Deactivated Equipment"* means any StarBox® or other equipment purchased from Star2Star that was previously active on a Subscriber's StarSystem® but has since been deactivated in accordance with these Terms and Conditions.

For activation of any item of Cold Equipment, the purchaser must contact Star2Star for an activation quote, which includes installation and maintenance fees payable in connection with the activation, except in the case of an Instant RMA (as defined below). Once the quote has been accepted the Cold Equipment will be activated, at which time it shall accrue recurring maintenance charges according to the activation quote. Once activated, equipment returned to a purchaser's inventory (and subsequently deactivated) will continue to be subject to recurring maintenance charges.

If a Subscriber wishes to deactivate any Covered Component purchased from Star2Star, it must notify Star2Star of same at least five (5) Business Days prior to deactivation. Upon receipt of the notice, Star2Star will produce a quote to deactivate the Covered Component that reflects recurring maintenance charges for the Deactivated Equipment. The minimum charge associated with Deactivated Equipment will be a one-month maintenance charge, regardless of how long the equipment is actually deactivated. If Subscriber intends to reactivate Deactivated Equipment in the future, it must pay Star2Star such recurring maintenance charges to maintain the right to a replacement from Star2Star in the event of a subsequent failure. Star2Star will not reactivate any Deactivated Equipment for which it has not received full and timely recurring maintenance payments.

If any item of Cold Equipment or Deactivated Equipment is used to replace any Covered Component that is the subject of an RMA request, subject to the other replacement conditions contained in these Terms and Conditions, Star2Star will provide activation for the Cold or Deactivated Equipment. Star2Star will also provide a replacement for the non-functional Covered Component that is of the same or comparable model and functionality as the original item.

Any owner of Cold Equipment or Deactivated Equipment may use Cold or Deactivated Equipment to temporarily replace non-functioning equipment (an "Instant RMA") that is the subject of an RMA request. If Cold or Deactivated Equipment is temporarily used Star2Star will not invoice for any installation charges or any additional maintenance charges beyond those that are already payable for the non-functioning equipment. However, if the owner of such temporary equipment wishes to deactivate, and take it back into its inventory, it must pay recurring maintenance charges from the date of deactivation and must request a deactivation quote from Star2Star describing those charges.

In the event that any Cold Equipment or Deactivated Equipment is activated as a result of an Instant RMA, Star2Star will ship the replacement equipment directly to the owner of the defective Covered Component. If the RMA is for a Subscriber and the temporary equipment is not from Subscriber's own inventory, it shall be the responsibility of the party providing the temporary equipment to retrieve it from the Subscriber. If the owner of the Cold Equipment or Deactivated Equipment desires to take that equipment, or the replacement equipment, back into its inventory, it must contact Star2Star to request same.

A Subscriber may deactivate Covered Component and place it in its own inventory at any time in compliance with these Terms and Conditions. Also, upon the expiration of any Subscriber Agreement with Star2Star, ownership of Cold Equipment and Deactivated Equipment may be transferred from a Subscriber to a Star2Star channel partner in good standing with Star2Star. However, Star2Star will not activate any equipment that was transferred by a Subscriber that was in default of any term of its Subscriber Agreement at the time of transfer, including payment of all amounts owed to Star2Star. Any party may cure the default of a Subscriber.

Ordering or activation of Cold Equipment will not affect the duration of any existing agreement with Star2Star and any existing agreement will continue to operate on its own terms upon the ordering or activation of Cold Equipment.

#### **RMA PROCESS**

Replacement orders will be shipped the same Business Day when the order is received by Star2Star before 3:00 P.M. Eastern Time, for next Business Day delivery to destinations in the continental United States (Alaska, Hawaii, Puerto Rico and Canada may require additional time). Replacement orders received after 3:00 P.M. will be processed on Star2Star's next Business Day.

If a piece of Covered Equipment is inoperable, Subscriber is to first contact its authorized Star2Star reseller for an immediate replacement from its stock (if available) or to authorize replacement as stated above.

#### **INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD STAR2STAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SERVICE, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, INCLUDING BUT NOT LIMITED TO THE STAR2STAR SERVICES, THE STAR2STAR EQUIPMENT, OR THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO THE LACK OF 911 DIALING OR MESSAGING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THESE TERMS AND CONDITIONS.

YOU AGREE THAT STAR2STAR SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE SERVICE ENDS.

#### **LIMITATIONS OF LIABILITY**

BY SUBSCRIBING FOR AND/OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND UNDERSTAND THE LIMITATIONS OF THE STAR2STAR SERVICE DESCRIBED HEREIN.

STAR2STAR'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF STAR2STAR RELATED TO THESE TERMS AND CONDITIONS, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING OR MESSAGING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY STAR2STAR'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF STAR2STAR'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. STAR2STAR AND ITS EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Star2Star shall not be liable for any delay or failure to provide any Star2Star Services, including, without limitation, 911 dialing or Messaging, at any time or from time to time, or any interruption or degradation of voice quality, or loss or damage that is caused by an event outside the control of Star2Star (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 Star2Star's authorization to conduct business or provide the Star2Star Service, including, without limitation, 911 dialing or Messaging or restricting or prohibiting the operation or delivery of the Star2Star Services in full or in part, and including also the failure to obtain, or the termination or withdrawal of, any permit or license required to do business or for the operation or delivery of the Star2Star Services; (e) embargoes or blockades in effect on or after the date of this 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; (i) any other similar events or circumstances beyond the control of Star2Star; and (j) any act or omission of you or any person using any Star2Star Services, including, without limitation, 911 dialing or Messaging or device provided to you.

Further, Star2Star shall not be liable to you or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by you (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the service.

Star2Star's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Star2Star's performance or nonperformance hereunder or (iii) any Star2Star act or omission in connection with the subject matter hereof shall in no event exceed the total monthly service fees Star2Star has received from Subscriber in the twelve (12) months prior to the date of the first act, omission or failure that gives rise to the claim.

#### **DISCLAIMER OF DAMAGES**

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL STAR2STAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING INABILITY TO BE ABLE TO DIAL OR MESSAGE 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT STAR2STAR WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

Some states do not allow the exclusion or limitation of certain damages or other modifications of or limitations to certain remedies, so the above exclusion or limitation may not apply to you, in whole or in part.

### **NO WARRANTIES ON THE STAR2STAR SERVICES**

STAR2STAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE STAR2STAR SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, STAR2STAR DOES NOT WARRANT THAT THE STAR2STAR SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE OR VIDEO QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE STAR2STAR SERVICES OR ANY STAR2STAR DEVICE, IF ANY, BY STAR2STAR OR STAR2STAR'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, STAR2STAR EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

### **NO WARRANTIES, OR LIMITED WARRANTIES FOR STAR2STAR EQUIPMENT**

EXCEPT AS EXPRESSLY HEREIN PROVIDED, STAR2STAR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE STAR2STAR EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, STAR2STAR EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET YOUR REQUIREMENTS.

SD-WAN equipment used in conjunction with active Star2Star Services is covered by a 1-year manufacturer's warranty. If the SD-WAN equipment fails due to a manufacturing defect within 1-year from the date of purchase, Star2Star will work with the manufacturer to provide a replacement to Subscriber at Star2Star's expense. SD-WAN equipment is not covered by Star2Star's next Business Day replacement policy.

### **DISPUTE RESOLUTION AND MANDATORY ARBITRATION**

All terms, provisions and agreements set forth in the Arbitration Policy (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

### **VENUE AND CHOICE OF LAW**

The foregoing notwithstanding, Star2Star may initiate legal action for non-payment of services, equipment or other items furnished to you or others at your direction, as well as for any other cause of action as may be necessary to protect any and all interests of Star2Star. Your Subscription Agreement, these Terms and Conditions, and Related Documents and any legal action shall be interpreted under and pursuant to Florida law, without regard to principles of conflicts of law to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties herein agree that any legal suit, action or proceeding arising out of or relating to your Subscription Agreement, these Terms, and Conditions and any Related Documents shall be instituted in the federal courts of the United States of America located in the Middle District of Florida, Tampa Division, or the courts of the state of Florida, located in Sarasota County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

## **REMEDIES CUMULATIVE**

All remedies of Star2Star under these Terms and Conditions, Subscription Agreement or any of the Related Documents are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy to the exclusion of all others or to preclude the exercise of any other remedy.

## **NO THIRD PARTY BENEFICIARIES**

No provision of these Terms and Conditions provides any person or entity other than Star2Star and you with any remedy, claim, liability, the right of reimbursement, or cause of action or creates any other third party beneficiary rights.

## **ASSIGNMENT**

Star2Star can assign all or part of its rights or duties under these Terms and Conditions without notifying you, and without such assignment being considered a change to the Terms and Conditions. In such cases, Star2Star will have no further obligations to you. You may not assign these Terms and Conditions or the services under any circumstances without our prior written consent. Subject to these restrictions, these Terms and Conditions will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.

## **NOTICES**

Notices from you to Star2Star must be via email to [starcare@star2star.com](mailto:starcare@star2star.com). Star2Star's notice to you under these Terms and Conditions will be provided via email to the person designated on your Subscription Agreement as your Star2Star Subscriber Contact. Notices from you to Star2Star regarding cancellation and/or termination of your Star2Star Subscriber Agreement must be sent via email to [starcare@star2star.com](mailto:starcare@star2star.com).

## **SEVERABILITY**

If an arbitrator or court of competent jurisdiction declares any part of these Terms and Conditions invalid or unenforceable as drafted, it is intended that such provision is amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and all other parts of these Terms and Conditions shall remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms and Conditions.

## **SURVIVABILITY**

The provisions of these Terms and Conditions that, by their nature and content, must survive the completion, rescission, termination or expiration of these Terms and Conditions in order to achieve the fundamental purposes of these Terms and Conditions (including, without limitation, those provisions such as confidentiality, dispute resolution, and indemnification), shall so survive and continue.

## **ENTIRE AGREEMENT; AMENDMENT; AUTHORITY**

These Terms and Conditions, the Privacy Policy, the Star2Star Subscriber Agreement and the other Related Documents constitute the entire agreement concerning the Star2Star Service and the Star2Star Equipment between us and supersedes all prior agreements, understandings, statements or proposals concerning the Star2Star Service and the Star2Star Equipment, including representations, whether written or oral. The language contained in any purchase order, invoice acknowledgment form, or other ordering document or communication from Subscriber that is not specifically accepted by an authorized officer of Star2Star in writing shall not vary the Subscriber Agreement, these Terms, and Conditions, or any of the other Related Documents. The Parties hereby



waive all such language and agree that any such language shall not be enforceable between the Parties.

These Terms and Conditions can be amended at any time by Star2Star in its sole and absolute discretion. No written or oral statement, advertisement, or service description not expressly contained in these Terms and Conditions, as amended from time to time, shall be used to contradict, explain, or supplement them. Neither you nor Star2Star is relying on any representations or statements by the other party or any other person which are not included in these Terms and Conditions.

You represent that you have carefully reviewed these Terms and Conditions and fully understand each and every one of them. You further represent that you have full authority to execute the Star2Star Subscription Agreement on behalf of the Subscriber, as if executed "in person" in Sarasota, Florida, and that the agreement represented by the Subscription Agreement and the Related Documents constitute the legal, valid and binding obligation of the Subscriber, fully enforceable against the Subscriber in accordance with these Terms and Conditions.

#### **ADDITIONAL TERMS AND CONITIONS REGARDING CONNECTED WORKSPACE**

In addition to all preceding terms and conditions, for those Subscribers that have purchased Connected Workspace service, the following terms and conditions apply:

##### **CUSTOMER DATA**

Please refer to Star2Star's Privacy Policy. All Subscriber Data, defined as (a) data stored, in its current file format, in Subscriber's file share(s); (b) non-configuration<sup>5</sup> application data (e.g., a database that stores data for a given line of business application(s)); and (c) data stored in an individual user's user profile is the exclusive property of the Subscriber. Star2Star makes no claim of ownership of Subscriber Data. In the event of a termination of service, Star2Star agrees to return Subscriber Data in a commercially reasonable manner. Subscriber must request return of Subscriber Data within a reasonable amount of time following termination of service, not to exceed fourteen (14) days. Failure to request return of Subscriber Data within fourteen days of termination of service may result in the loss of Subscriber Data. Star2Star is not responsible for hardware, software or IT support that may be necessary for the return of Subscriber Data. Star2Star shall not be liable for any lost data or interruption of service.

##### **LINE OF BUSINESS APPLICATIONS**

To the extent Subscriber has requested Star2Star to manage its licensed third party software on Star2Star's servers, the following paragraph shall apply. Subscriber agrees that it is paying a monthly recurring charge to, in part, lease a portion of a server or servers as necessary to manage the software. Subscriber acknowledges that it has paid all necessary and approximate licensing fees and has a valid license for the software. Subscriber acknowledges that Star2Star is not renting, sublicensing, assigning, loaning, reselling, transferring, or distributing the software in violation of any end user license agreement between Subscriber and the licensor. Subscriber must maintain a support and/or maintenance agreement with a third party software vendor(s). Software updates and upgrades may result in a cost increase based on third party software vendor recommendations and Subscriber is responsible for accepting such increases. In the event of any breach of the end user

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<sup>5</sup> For the avoidance of doubt, configuration data is expressly excluded from Subscriber Data and remains property of Star2Star.

license agreement, Subscriber agrees to hold harmless, defend and indemnify Star2Star pursuant to the preceding terms and conditions.

### **MINIMUM OPERATING SYSTEM REQUIREMENTS**

Subscriber's desktop performance must meet the minimum requirements for the operating system used. Star2Star Connected Workspace supports Windows® 10, macOS®, iOS®<sup>6</sup>, and/or Android™<sup>7</sup> (versioning must be current and up-to date). Star2Star does not support thin-client solution; Subscribers may use thin-client solution, but Subscriber understands and accepts that Star2Star will not provide support thereof, nor does Star2Star represent and warrant that system features will work in whole or in part.

### **SCHEDULED AND EMERGENCY MAINTENANCE**

Star2Star performs Windows and Office updates on the third Tuesday of each month in accordance with Microsoft® best practices. When reasonably practicable, Star2Star shall provide at least one (1) hour notice to Subscriber prior to performing emergency maintenance. Circumstances may necessitate emergency maintenance be performed with minimal or no notice to Subscriber in order to protect the stability of Subscribers' applications and the integrity of Subscribers' data. Star2Star shall not be responsible for any interruption of service or loss of data during such maintenance procedures.

### **TERMS AND CONDITIONS REGARDING USE OF MICROSOFT® SOFTWARE**

Connected Workspace uses Microsoft® Subscriber Access Licenses which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Microsoft® Products"), Subscribers are advised that Star2Star does not own these Microsoft® Products and the use thereof is subject to certain rights and limitations retained by Microsoft®. Subscribers utilizing Microsoft® Products through Star2Star consent and agree to Microsoft's End User License Terms found at: <https://www.star2star.com/terms-and-conditions-regarding-use-of-microsoft-software>.

### **TRIAL AGREEMENT LIMITATIONS**

Trial agreements are limited to the following applications as part of any Connected Workspace trial: Microsoft® Office Standard (current version), StarPhone™ for Desktop, and Star2Star® Application Framework. Line of business applications are specifically excluded and will not be implemented by Star2Star during the Trial Period.

### **Effective Date**

August 22, 2022

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<sup>6</sup> iOS is a registered trademark or trademark of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries.

<sup>7</sup> Android is a trademark of Google LLC.