

**SANGOMA AGREEMENT TO ARBITRATE DISPUTES
("ARBITRATION POLICY")**

1. Customer agrees to first negotiate with Sangoma (Sangoma Technologies Inc. and its wholly owned subsidiaries, Sangoma US Inc, Digium Cloud Services LLC, and Star2Star Communicaitons LLC), collectively referred to as "Sangoma") (each a "**Party**" and together the "**Parties**") in good faith to resolve any claim or dispute of Customer that in any way concerns the Purchase Agreement and/or SIPStation Subscription Agreement & Terms of Service (the "**Agreements**"), the provision of Sangoma Services, and/or Equipment sold or provisioned by Sangoma (collectively or each individually a "**Claim**"). Customer must send a written description of its Claim to Sangoma by email (to Legal@Sangoma.com) or by mail (to Sangoma, Attn: Legal Department, 600 Tallevast Road, Ste. 202, Sarasota, Florida 34234) to start the negotiation process with Sangoma. A written description should include specific information regarding the precise nature of the Claim, the facts giving rise to such Claim, the desired resolution, and other facts Customer deems relevant. Sangoma shall have twenty-one (21) "**Business Days**" (Business Days are days other than a Saturday, Sunday, federal holiday, or any other day Sangoma is or is required to be closed) beginning the first full Business Day after the date the written description is received (the "**Claim Date**") to investigate and respond to the Claim. All good faith negotiations shall conclude within sixty (60) days of the Claim Date.
2. The Parties further agree that any unresolved controversy or Claim of Customer arising out of or relating to the Agreements, or breach thereof, which is unable to be resolved through good faith negotiation shall be settled by final, binding arbitration administered by the American Arbitration Association (the "**AAA**") in accordance with its Commercial Arbitration Rules. The AAA's Commercial Arbitration Rules are hereby incorporated by reference into this Arbitration Policy and are available at www.adr.org. Customer's agreement to arbitrate extends to claims Customer asserts against other parties, if Customer also asserts claims against Sangoma or Affiliates in the same proceeding. Arbitration shall be pursuant to Florida law and shall take place exclusively in Sarasota County, Florida.
3. Sangoma Services involve interstate commerce and the Federal Arbitration Act, and as such, federal arbitration law governs arbitrations under this Arbitration Policy. An arbitrator may only award what relief a Florida Circuit Court could award, limited to the same extent that a court would limit such relief and consistent with the terms of Star2Star Communications' Subscription Agreement. An arbitrator may order injunctive relief, declaratory relief, or summary judgment under applicable law, as long as that injunctive relief or declaratory relief does not apply beyond the dealings between the Parties. Any award rendered by the arbitrator may thereafter be entered in any court having jurisdiction over such Claim.
4. Customer and Sangoma (and Affiliates as applicable) agree to pay their own fees, costs and expenses including those for counsel, experts, and witnesses and agree to

equally share the arbitrator's fee in accordance with the rates set in the AAA fee schedule for arbitrations. Visit www.adr.org for arbitrator fee information in hardship circumstances. The Parties agree that failure or refusal of Customer to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by Customer to present evidence or cross-examine witnesses. In such event, Sangoma may be required to present evidence and legal argument as the arbitrator may require for the making of an award.

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

hearing of arbitration cannot occur for more than three (3) consecutive Business Days (and must be commenced within six (6) months from the appointment of the arbitrator. The arbitrator can permit additional hearing days if determined to be reasonably necessary. Up to two (2) extensions of the final Arbitration hearing per Party can be permitted by the Arbitrator upon showing of justifiable cause by the Party requesting the extension.

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

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

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