



**Custom Quote Prepared For:**

**CoNR**

**Partner:** Digital Information Services, LLC

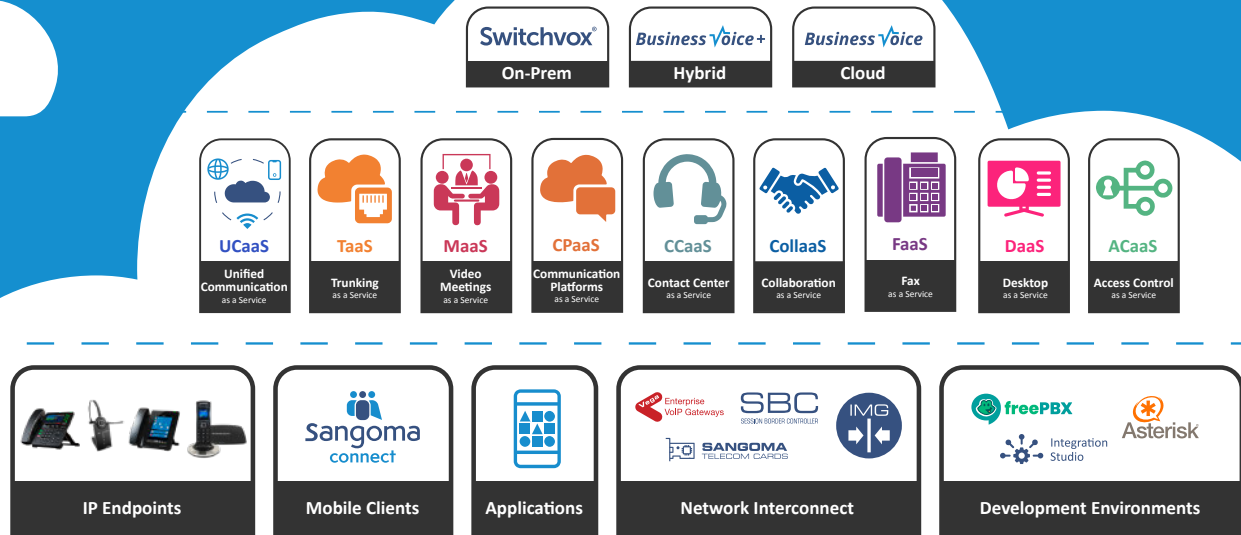
**Quote Number:** #54663

**Date:** 12/15/22 3:53:16 PM EST

# What Sets Sangoma Apart?

Sangoma is a leading, global Communications as a Service (CaaS) provider that empowers businesses of all sizes to connect to the people and processes that matter. Since 1984, Sangoma has been recognized as a trusted leader in the communications industry and continues to offer a stable, global presence, future-forward vision, and diverse portfolio of solutions, service, and support.

Sangoma's end-to-end solution portfolio includes everything a business needs to thrive, all from a single, integrated provider:



- Unified Communications as a Service (UCaaS)
- Trunking as a Service (TaaS)
- Contact Center as a Service (CCaaS)
- Desktop as a Service (DaaS)
- Communications Platform as a Service (CPaaS)
- Fax as a Service (FaaS)
- Video Meetings as a Service (MaaS)
- Access Control as a Service (ACaaS)
- Integrated Business Phones, Hardware & Accessories
- Custom & Pre-Built Applications
- Network Connectivity Suite
- Open Source Software

Sangoma's solutions are trusted by leading companies around the world, from SMBs to enterprise, and in contact center, carrier networks, and data communication applications. Sangoma customers have the most reliable and flexible business platform on the market with concierge support from the Sangoma team.

Sangoma has been named to such prestigious lists as the Deloitte Enterprise Technology Fast 15, Omdia Top 10 UCaaS Service Provider, and Forbes Most Promising Companies. Recognition of its pioneering innovation in the enterprise cloud market extends to major industry analyst indicators such as being awarded the Frost and Sullivan Best Practices Unified Communications and Collaboration Competitive Strategy Leadership Award and the Gartner Magic Quadrant for UCaaS, Worldwide.

Sangoma Technologies Corporation is publicly traded on the Toronto Stock Exchange under the symbol "STC" and on NASDAQ under the trading symbol "SANG" (TSX: STC; NASDAQ: SANG).



### Purchase/Unlimited Quote Summary

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Customer		Partner	
Customer:	CoNR	Company:	Digital Information Services, LLC
Contact:	Brian Beals	Partner:	Robert Najjar
Phone:	440-237-5686	Phone:	(330) 523-7202
Email:	bbeals@northroyalton.org	Email:	s2swholesale@disnow.com
Main Address:	14600 STATE RD, NORTH ROYALTON, OH, 44133-4458	Address:	3691 Shetland Trail, Richfield, OH, 44286
# of Locations:	7	Contract Length:	36 Months

We are pleased to offer you this quote for 7 location(s), 157 extensions, for a term length of 36 months:

ONE-TIME COST:  
**\$0.00**

MONTHLY CHARGES:  
**\$2,135.33**  
*Plus Estimated Taxes & Fees: \$490.56*

Accepted By:

Title:

Print Name:

Date:

#### IMPORTANT TO NOTE:

- The Term of Service per location is 36 Months.
- Payment of the balance of the One-Time Cost for each location is due 30 days after shipment.
- This Quote/Order is for informational purposes only, is not an offer, must be submitted with an executed Subscription Agreement and may contain promotional discounts that will expire on 12/31/2022. The Subscription Agreement, Related Documents, and any addendum(s) thereto shall govern the contractual relationship of the Parties.
- **Applicable Taxes and Fees (as defined in the Subscription Agreement) are applied to all invoices.**
- Usage and overages will be billed one month in arrears in addition to amounts quoted.
- Paper bill and/or payments by check are available for an additional \$19.99 monthly administration fee per location.
- Monthly invoice(s) may vary based on usage, overages, active telephone numbers, remote fees, StarFax and subsequent add-on orders.
- Manufacturer rebates - Specific phone models may be eligible for rebates from the manufacturer, for more information and eligibility requirements visit <https://www.star2star.com/rebates>.
- Quote valid through 01/14/23.



### Purchase/Unlimited Quote Detail

Quote Number: #54663

Date: 12/15/22 3:53:16 PM EST

Non-Recurring Items Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Existing - StarBox® 1000 Voice Optimized SD-WAN - Special Promotional Pricing	6				
Existing - Adopted - Polycom VVX 300 Phone	143				
Existing - Adopted - Polycom IP 5000 Conference Room Speaker Phone	4				
Existing - Snom PA-1 Public Announcement System	6				
Existing - ATA Port	10				
<b>TOTAL</b>					

Monthly Recurring Items Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Unlimited Professional User Extension	1		\$11.99		\$11.99
Unlimited - Courtesy Extension	40		\$7.99		\$319.60
Unlimited - Standard Extension	114		\$14.99		\$1,708.86
Non-Published Local Telephone Number	118		\$0.25		\$29.50
Published Local Telephone Number	5		\$3.99		\$19.95
StarFax Classic	7		\$6.49		\$45.43
Automated Attendant (Included with New Location)	14				
Ring Groups (Included with New Location)	14				
Call Queue (Included with New Location)	7				
<b>TOTAL</b>					\$2,135.33

Provisioning, Installation, & Shipping Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Channel Partner Installation	1	\$0.00		\$0.00	
Channel Partner Configuration	1	\$0.00		\$0.00	
Channel Partner Training	1	\$0.00		\$0.00	
Channel Partner Porting	1	\$0.00		\$0.00	
Provisioning	1	\$0.00		\$0.00	
Shipping	1	\$0.00		\$0.00	
<b>TOTAL</b>					



Purchase/Unlimited Quote Detail

Quote Number: #54663      Date: 12/15/22 3:53:16 PM EST

TOTAL ONE-TIME COST AND MONTHLY CHARGES	\$0.00	\$2,135.33
TOTAL PLUS SECURITY DEPOSIT	\$0.00	\$2,135.33



**Purchase/Unlimited Exhibit 1**

**Quote Number: #54663     Date: 12/15/22 3:53:16 PM EST**

Qty	Description	Professionally Installed/ Customer Installed	Equipment Replacement Coverage
6	Snom PA-1 Public Announcement System	Professionally Installed	Covered
10	ATA Port	Professionally Installed	Covered
143	Adopted - Polycom VVX 300 Phone	Professionally Installed	Covered
4	Adopted - Polycom IP 5000 Conference Room Speaker Phone	Professionally Installed	Covered
6	StarBox® 1000 Voice Optimized SD-WAN - Special Promotional Pricing	Professionally Installed	Covered



Purchase/Unlimited Exhibit 2

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Description	Qty	Unit Price Monthly	Total Monthly
Unlimited Professional User Extension	1	\$11.99	\$11.99
Unlimited - Courtesy Extension	40	\$7.99	\$319.60
Unlimited - Standard Extension	114	\$14.99	\$1,708.86
Non-Published Local Telephone Number	118	\$0.25	\$29.50
Published Local Telephone Number	5	\$3.99	\$19.95
StarFax Classic	7	\$6.49	\$45.43
Automated Attendant (Included with New Location)	14	\$0.00	\$0.00
Ring Groups (Included with New Location)	14	\$0.00	\$0.00
Call Queue (Included with New Location)	7	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$2,135.33</b>

## STAR2STAR COMMUNICATIONS, LLC AMENDED AND RESTATED COMMUNICATION SERVICES SUBSCRIPTION AGREEMENT FOR EXISTING SUBSCRIBER

"**Subscriber**" hereby accepts this Amended and Restated Communication Services Subscription Agreement ("**Agreement**") and any subsequently executed Additional Location Order(s) with Star2Star Communications, LLC ("**Star2Star**"), which covers Subscriber's existing Star2Star business products and services ("**StarSystem**®"), any newly added components and/or services listed in the attached Quote ("**Quote**"), and any Additional Location(s), as of this Agreement's Effective Date.

### 1. Agreement Term.

The term (the "**Term**") of this Agreement shall begin on the first day of Subscriber's next billing cycle, or if Subscriber's next billing cycle is within seven (7) days of the Effective Date, the billing cycle thereafter ("**Commencement Date**") and end on the 3rd anniversary of the Commencement Date.<sup>1</sup> This Agreement will automatically renew for successive one-year terms unless canceled in writing by Subscriber at least sixty (60) days but not more than one hundred twenty (120) days prior to the end of the Term or any renewal Term.

### 2. StarSystem® Components and Installation.

Subscriber's existing StarSystem® and any newly purchased components are described in the StarSystem® Components Table attached as Exhibit 1 to the Quote (collectively the "**StarSystem® Components**"). Any newly purchased StarSystem® Components shown as "Installed" in Exhibit 1 shall be professionally installed at the quoted location(s) by Star2Star or a third-party certified Star2Star installer ("**Installer**"). Any newly quoted location(s) added by this Agreement must be Enabled and Available for use within sixty (60) days of the Effective Date. If a newly quoted location is not Enabled and Available for use within sixty (60) days of the Effective Date it will be deemed Enabled and Available for use on the sixtieth (60<sup>th</sup>) day<sup>2</sup> and billed accordingly.

### 3. Services.

Subscriber has subscribed to services as itemized in the Quote and Monthly Service Fee table attached as Exhibit 2 to the Quote (the "**Services**") for the Term of this Agreement. Any additional Services added by this Agreement must be activated within six (6) months of the Effective Date. If the additional Services are not activated by that time, the Admin Fee will be added to Subscriber's invoice for those Services which are not yet activated. The Admin Fee will be assessed in each billing cycle until all additional Services are activated.

### 4. All-Inclusive Payment Option Program

If Subscriber's existing StarSystem® Components are rented through Star2Star's All-Inclusive Payment Program, the Services and StarSystem® Components are listed on the Quote as a single, all-inclusive monthly charge, which includes on-premises hardware that Star2Star previously provided. Subscriber's obligations under the previously executed Monthly Payment Option Agreement shall remain for the Term of this Agreement and any renewal Term.

### 5. Payment for Newly Added StarSystem® Components and/or Services.

As provided in the Quote, Star2Star requires a fifty percent (50%) payment of the "One-Time Cost" upon signing of this Agreement. The balance of the One-Time Cost is due the earlier of (1) thirty (30) days after the date the new StarSystem® Components are shipped; or (2) on the date any new StarSystem® Component is installed.

In the case of the Subscriber leasing any newly added StarSystem® Components from a third-party leasing company, the leasing company is required to pay the amounts above on behalf of the Subscriber under the same terms and the Subscriber is required to fulfill any additional leasing company requirements. Actual invoices may differ from the Quote based upon review of Subscriber's requirements and actual equipment and/or Services provided and inclusion of applicable Taxes and Fees (as defined below).

If Subscriber elects to rent any newly added StarSystem® Components from a third-party rental company, the Services and StarSystem® Components are listed on the Quote as a single, all-inclusive, monthly charge which includes on-premises hardware that Star2Star will provide. The third-party rental company, not Subscriber, will be the owner of all rented StarSystem® Components. Invoicing for the use of the rented StarSystem® Components may come the third-party rental company or Star2Star on behalf of the third party rental company. The third-party rental company may require Subscriber to pay an application fee and/or security deposit. Actual invoices may differ from the Quote for those included Locations based on final requirements, and actual Services and/or StarSystem® Components provided and the inclusion of applicable Taxes and Fees. Pricing shown on a Quote for the rental of the StarSystem® Components assumes Customer has excellent credit. Additional third-party rental agreements are executed as part of the rental program, as determined by the third-party rental company.

### 6. Subscriber Responsibilities.

Subscriber shall be responsible to continue to supply space, network equipment, network wiring, electrical power, and environmental conditions suitable for, and compatible with, the StarSystem® Components. Except in cases where Subscriber purchases its Internet connection from Star2Star, Subscriber acknowledges and agrees that Subscriber is solely responsible for obtaining its own broadband connection to the Internet of such sufficient quality and bandwidth capacity to support the Services. Subscriber further acknowledges that limited, fluctuating or poor quality bandwidth will impact the quality of the Service. Any technical support provided by Star2Star to troubleshoot bandwidth-related or and voice quality issues that may occur at locations will be charged at then current rates.

### 7. Monthly Charges.

Monthly charges will continue to be invoiced monthly in advance per location on the same billing cycle. New location(s) will be invoiced beginning on the date the StarSystem® is Enabled and Available for use at the new location(s).

### 8. Usage Charges.

Usage charges will continue to be invoiced monthly, in arrears. Details on monthly usage charges can be found in the Terms and

<sup>1</sup> If applicable, the Term is extended by number of promotional free months as shown in the Quote.

<sup>2</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.



Conditions. Subscriber shall have the right within thirty (30) days of the invoice date to increase its Services hereunder rather than pay the burst charges for the immediately prior billing period, provided, however that upon such modification, a subscription agreement of length equal to the original subscription shall be entered into for the additional Services.

#### **9. Taxes and Fees.**

Subscriber agrees to pay all applicable federal, state, local and jurisdictional taxes, fees, surcharges and other regulatory and cost recovery fees, mandated or non-mandated, and an e911 service fee ("**Taxes and Fees**"). Subscriber acknowledges that all Taxes and Fees are subject to change without notice during the Term of this Agreement.

#### **10. Monthly Invoices.**

Star2Star will deliver monthly invoices in electronic format and requires payment by credit/debit card or by ACH transfer via Star2Star®Pay. If Subscriber desires to receive monthly invoices from Star2Star by traditional mail and/or remit payment by check, Star2Star charges an Invoice Processing and Payment Fee of \$19.99 per invoice/check received for these options. If traditional mail and/or payment by check is elected, or if Subscriber has not registered on Star2Star®Pay and established an AutoPay Authorization, the Invoice Processing and Payment Fee will automatically be added to Subscriber's monthly invoice. If Subscriber elects to remit payment by phone, a separate \$19.99 per payment administrative fee will be added at the time payment is made.

Subscriber is required to pay all non-disputed amounts via Star2Star®Pay. Invoices are due upon receipt of the invoice. If payment of non-disputed amounts is not received by Star2Star within thirty (30) days of the invoice date, Star2Star reserves the right to charge a late fee equal to the lesser of the maximum interest rate permitted by law or 1½ percent per month (18 percent per year) of the total amount not timely paid. Star2Star charges a \$50.00 fee for each NSF check, ACH bounce back or credit card bounce back.

#### **11. Additions to Products and Services; Exchanges.**

If Subscriber requests and receives additional hardware, software, licenses, and/or Services after the Effective Date which are not contemplated by this Agreement or a signed addendum to this Agreement, such additions will be governed by this Agreement without the requirement of signing a new agreement, addendum and/or Quote. Subscriber agrees to pay for such additions at Star2Star's then-current rates and such charges shall appear on Subscriber's next scheduled invoice with prorated charges for any partial periods. Subscriber's payment of a modified invoice shall be deemed Subscriber's acceptance of the amounts charged including any price modifications. Component exchanges within thirty (30) days of installation may be allowed, at Star2Star's discretion, less a 15% restocking fee, a \$25 administrative fee, shipping costs and any additional installation costs.

#### **12. Additional Location Order(s)**

A location that is not a location included in the Quote can be added to this Agreement ("**Additional Location**") by submitting to Star2Star a signed order stating the Services and/or StarSystem® Components to be provided, and the number of the Additional Location(s) ("**Additional Location Order**"). The Term(s) of the Additional Location(s) shall be that

period stated in the Additional Location Order, and will begin for each Additional Location when the Services are Enabled and Available for use at each Additional Location. If the Services are not Enabled and Available for use at an Additional Location by the sixtieth (60<sup>th</sup>) day<sup>3</sup> following the date of accepting the Additional Location Order, the affected Additional Location(s) will be deemed Enabled and Available for use at that time and billing will commence. The Term(s) shall renew as provided in Section 1. Nothing in this Agreement shall require Star2Star to accept any Additional Location Order.

#### **13. Default.**

Star2Star may immediately suspend or terminate the Services, this Agreement and Related Documents (as defined below) without liability for such suspension or termination upon a breach of this Agreement or any of the Related Documents by Subscriber. However, if Subscriber fails to timely pay undisputed amounts when and as due, Star2Star will not terminate the Service for non-payment unless Subscriber fails to pay the past due undisputed amount within seven (7) days of notification by Star2Star.

#### **14. Termination Charges.**

Cancellation, termination or default by Subscriber of this Agreement prior to the end of the Term (except as provided in the section above) will result in the immediate acceleration of all charges to be due under this Agreement and any Monthly Payment Option Agreement (the "**Contract Charges**") including recurring Service and a one-time disconnect fee of \$150 per location, from the date of cancellation through the end of the existing Term. Subscriber is also responsible for all prior outstanding balances (including any accrued interest charges), actual usage and associated Taxes and Fees on all amounts due or coming due (the "**Existing Charges**" and together with the Contract Charges, the "**Termination Charges**"). Subscriber hereby authorizes Star2Star to charge/debit Subscriber's authorized payment account for all Termination Charges.

#### **15. Equipment Replacement.**

Star2Star provides next Business Day replacement of defective or inoperable components listed as "Covered" in Exhibit 1 (the "**Covered Components**"). If an identical Covered Component is no longer available, Star2Star will provide equipment of a functional equivalent of equal or greater value. 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. Eastern Time will be processed on Star2Star's next Business Day. If a Covered Component was not originally provided by Star2Star (Subscriber provided), Star2Star may, at its sole option, replace it with a different brand or model that is functionally equivalent and is of equal or greater value.

Replacement of Covered Components is unconditional and includes acts of God, in which case Star2Star shall be entitled to any insurance proceeds covering the lost or damaged Covered Components. The only exception to this coverage is intentional acts (such as theft) or cases of clear abuse or misuse. If a Covered Component is inoperable, Subscriber should contact its authorized Star2Star reseller to authorize replacement as stated above.

<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.

There is no additional charge to Subscriber for replacement or shipping of inoperable Covered Components, except for on-site visit charges, at option of Subscriber, if the Covered Component must be replaced more than thirty (30) days from the date the StarSystem® is installed at Subscriber's location. The replacement component will be shipped preconfigured and plug-and-go ready. A Covered Component that is defective must be promptly returned to Star2Star by Subscriber. All return shipping charges are prepaid by Star2Star. **Failure to return inoperable Covered Components within two (2) weeks of receipt of a replacement will result in Subscriber being charged the Star2Star standard selling price for the replacement component.**

**16. 99.999% Voice Services Uptime.**

Star2Star guarantees 99.999 percent network reliability for voice service outages. Star2Star shall provide a 200 percent credit to Subscriber's account for the duration of any voice service outage if the cause of a voice service outage is traced to Star2Star's network; more than 15 percent of Subscriber's phones are affected by the interruption; and the outage exceeds 26 seconds in duration (less than 99.999 percent 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 (excluding Taxes and Fees and, if applicable, monthly component charges times two). The credit shall be applied to the next billing cycle invoice. This guarantee is subject to limitations contained in the Terms and Conditions.

**17. Reseller Provided Ancillary Services.**

Reseller provided ancillary services included within the Quote can include support services, cloud services and other services (check with your Star2Star authorized reseller for specifics). These ancillary services are separate and apart from the Services and the Components provided by Star2Star. Ancillary services are not covered by Star2Star support, this Agreement or the Related Documents. If Subscriber experiences any problems with or has any questions about the ancillary services, Subscriber agrees to contact its reseller for resolution. Star2Star shall not have any responsibility or liability to Subscriber for any matters related to the ancillary services. Subscriber agrees to hold Star2Star harmless from all claims or losses stemming from the ancillary services.

**18. 911 ACKNOWLEDGEMENT.**

**SUBSCRIBER ACKNOWLEDGES THAT STAR2STAR'S EQUIPMENT, COMPONENTS AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE SUPPORTS 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS. SUBSCRIBER ACKNOWLEDGES THAT IT HAS REVIEWED AND UNDERSTANDS THESE IMPORTANT DIFFERENCES AND THE RELATED LIMITATIONS AND SERVICE REQUIREMENTS SET FORTH AT <http://star2star.com/911.html>. SUBSCRIBER AGREES TO IMMEDIATELY NOTIFY STAR2STAR OF ANY CHANGES TO THE PHYSICAL ADDRESS ASSOCIATED WITH THE STARSYSTEM® BY CONTACTING STAR2STAR AT 941-234-0001 OPTION 4 OR 866-448-0039 OR VIA EMAIL AT [SUPPORT@STAR2STAR.COM](mailto:SUPPORT@STAR2STAR.COM).**

**19. DISCLAIMER OF ALL WARRANTIES.**

**STAR2STAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE (EVEN IF SUCH PURPOSE OR**

**USE WAS MADE KNOWN), TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR STARSYSTEM® WILL MEET THE SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICES OR STARSYSTEM® WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, EXCEPT AS EXPRESSLY PROVIDED HEREIN.**

**20. LIMITATION ON DAMAGES.**

**STAR2STAR SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE SERVICES OR STARSYSTEM®, THE INABILITY TO CONNECT TO 911 EMERGENCY RESPONDERS OR OTHERWISE RELATING TO STAR2STAR'S OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY INCLUDES, WITHOUT LIMITATION, THE COST OF PROCURING SUBSTITUTE OR REPLACEMENT SERVICES, EQUIPMENT OR COMPONENTS, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES AND SHALL APPLY WHETHER OR NOT STAR2STAR HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED AND REGARDLESS OF THE LEGAL BASIS, INCLUDING TORT, USED FOR SUCH CLAIM.**

**21. LIMITATION ON LIABILITY.**

**UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF STAR2STAR TO SUBSCRIBER FOR ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE STARSYSTEM® EXCEED, IN THE AGGREGATE, 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 GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SUBSCRIBER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.**

**22. Dispute Resolution and Mandatory Arbitration.**

Subscriber agrees to first attempt to negotiate in good faith to settle the claim or dispute with Star2Star. If the claim or dispute arising out of or relating to this Agreement cannot reasonably be resolved after good faith negotiations, Subscriber agrees to submit the dispute to final, binding arbitration. Arbitration shall be pursuant to Florida law and shall take place exclusively in Sarasota County, Florida. A more detailed description of the Parties' Agreement to Arbitrate can be found at <http://www.star2star.com/arbitration-policy>.

**23. Service Description.**

Statements or descriptions concerning the Services, the StarSystem® Components, or the StarSystem®, if any, by Star2Star or its employees or others are informational only and do not modify or amend or otherwise change this Agreement or the Related Documents. By signing this Agreement, Subscriber acknowledges that it is not entitled to rely on any such statements and represents that it has not relied on any such statements when entering into this Agreement, if any, and waives any rights or claims arising from such statements.

**24. Modifications.**

Subscriber authorizes Star2Star to correct or insert any missing information in this Agreement, Additional Location Order,

and/or any Addenda/Amendments thereto., Additional Location Order, or any Addenda/Amendments thereto. All such changes by Star2Star shall be binding upon Subscriber as if such correct or missing information was originally contained herein. The foregoing shall not give Star2Star the right to change material provisions of this Agreement and is limited to Subscriber information, such as the legal name of Subscriber, title of officer or person signing on behalf of Subscriber and similar information. In the event any corrections or insertions are made by Star2Star pursuant to this paragraph, Star2Star will provide Subscriber with a copy of this Agreement containing the new or additional information. Except as provided in this Section 23, this Agreement may not be modified or changed except in writing signed by both Subscriber and Star2Star. However, the Related Documents may be amended from time to time by Star2Star. Any changes or amendments to the Related Documents will become binding upon Subscriber when posted to the respective web addresses. **Handwritten changes to this Agreement or any Addenda/Amendments thereto by Subscriber shall not bind Star2Star.** The terms of any purchase order or other document submitted to Star2Star for the purchase of a StarSystem® or any add-on order shall not modify or change the terms of this Agreement and shall not be binding on Star2Star.

#### **25. Assignment.**

Subscriber may not assign any rights under this Agreement without the written consent of Star2Star. If Star2Star does consent to an assignment, Star2Star charges a \$250.00 administrative fee. Star2Star may assign this Agreement or any of the Related Documents at any time without notice. Such assignment by Star2Star shall not invalidate or render void any contract between Star2Star and Subscriber. This Agreement shall be binding upon the heirs, successors and permitted assigns of the parties and inure to their benefit.

#### **26. Choice of Law.**

Florida law governs this Agreement 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 other jurisdiction, and each Party irrevocably submits to the exclusive jurisdiction of 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, in any suit, action, or proceeding involving this Agreement.

#### **27. Representations of Subscriber.**

Subscriber represents to Star2Star that: (1) the individual signing on behalf of Subscriber has all necessary power and authority to enter into this Agreement and to cause the Subscriber to carry out its obligations; and (2) this Agreement constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms.

#### **28. Electronic Signature(s).**

Florida's Uniform Electronic Transaction Act applies to the execution of this Agreement. Consequently, signatures and documents electronically transmitted shall be binding and as valid as originals.

#### **29. Included Documents.**

This Agreement includes Exhibit 1, and Exhibit 2 to the Quote, as well as the following documents, all of which are incorporated herein by reference and made a part of this Agreement, collectively referred to as the "Related Documents":

- the Terms and Conditions ("Terms and Conditions") found at <http://www.star2star.com/terms-and-conditions>;
- the Limitations of Emergency 911 Services ("911 Disclaimer") found at <http://www.star2star.com/disclaimer-emergency-911-services>;
- the Software License Agreement ("Software License") found at <http://www.star2star.com/star2star-software-license-agreement>;
- the Customer Proprietary Network Information Disclosure ("CPNI Disclosure") found at <https://www.star2star.com/cpni-disclosure>;
- Agreement to Arbitrate Disputes ("Arbitration Policy") found at <http://www.star2star.com/arbitration-policy>.

In the event of any inconsistent or conflicting term, the order of precedence shall be the Terms and Conditions, the Arbitration Policy, the Monthly Payment Option Agreement (if applicable), this Agreement, any exhibits or attachments to this Agreement, the terms of any add-on orders, the 911 Disclaimer, the CPNI Disclosure and the Software License. Capitalized terms used in this Agreement are used as herein defined and those not defined in this Agreement shall have the meaning as defined in the Related Document. Separate terms and conditions may apply to purchases from a Star2Star authorized reseller.

**[Remainder of Page Intentionally Left Blank. Signature Page Follows.]**

**\*\*\*COMPLETE ALL FIELDS BELOW\*\*\***

\_\_\_\_\_ (*Initials*) BY INITIALING THIS PARAGRAPH SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND (I) AGREES TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, INCLUDING ARBITRATION POLICY AND OTHER RELATED DOCUMENTS INCORPORATED BY REFERENCE INTO THIS AGREEMENT; AND (II) REPRESENTS THAT IT WILL USE THE SERVICES AND THE STARSYSTEM® ONLY FOR LAWFUL PURPOSES AND IN ACCORDANCE WITH ALL LAWS, RULES, REGULATIONS, ORDINANCES AND ORDERS, INCLUDING THOSE APPLICABLE TO ROBOCALLS AND CALLER IDENTITY SPOOFING.

BY EXECUTING THIS AGREEMENT AND/OR USING STAR2STAR'S SERVICES, SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, INCLUDING THE RELATED DOCUMENTS INCORPORATED BY REFERENCE.

**"SUBSCRIBER":** CoNR

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# Professional User Extension

The Professional User Extension includes end-to-end business essentials for small to large enterprises in need of comprehensive communications and collaboration solutions.

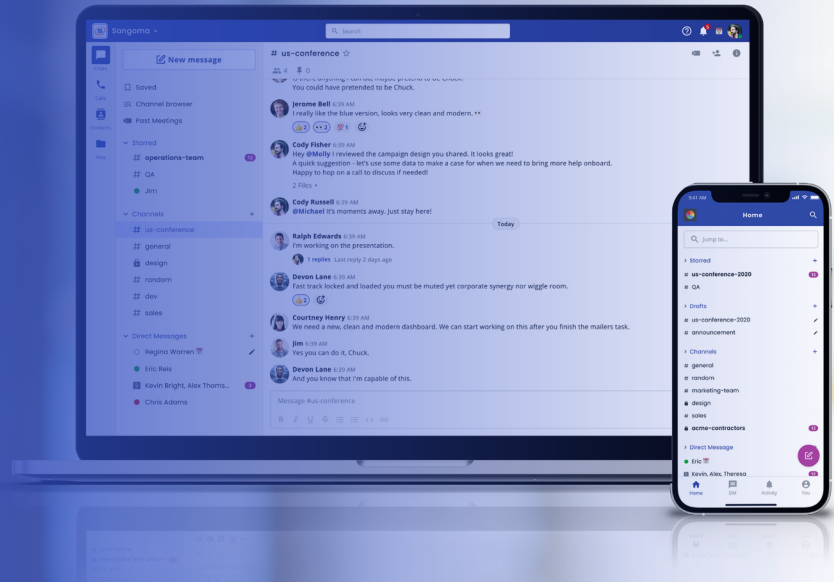
 <b>Business Voice</b> <i>High-quality, reliable enterprise telephony with flexible deployment options</i>	<ul style="list-style-type: none"> <li>» Full unified communication suite with voice, conferencing &amp; reporting</li> <li>» Desktop &amp; mobile softphones</li> <li>» Low cost phone rental options</li> <li>» Includes receptionist console</li> </ul>	<ul style="list-style-type: none"> <li>» Robust auto attendant</li> <li>» Find me/follow me</li> <li>» Key system emulation</li> <li>» Voicemail to email</li> </ul>
 <b>Text Messaging</b> <i>Messaging using your business number</i>	<ul style="list-style-type: none"> <li>» Supports desktop &amp; mobile</li> <li>» 1000 Outbound SMS &amp; unlimited Inbound SMS included</li> </ul>	<ul style="list-style-type: none"> <li>» Supports SMS only</li> </ul>
 <b>TeamHub</b> <i>Browser based team collaboration solution supporting Chrome, Firefox, Safari, &amp; Edge</i>	<ul style="list-style-type: none"> <li>» Browser based solution</li> <li>» User Preferences/Configuration &amp; Guest User support</li> <li>» Channel and Personal Workspace management</li> <li>» Channel, Direct, &amp; Group Messaging</li> <li>» Video conferencing integration</li> </ul>	<ul style="list-style-type: none"> <li>» Telephony services including 3rd Party Call Control, Settings, &amp; Activity History</li> <li>» Contact Management (Sangoma, Google &amp; Office)</li> <li>» File Management (HubDrive, Gdrive, OneDrive, Dropbox)</li> <li>» Notifications (Desktop &amp; Web)</li> <li>» Search (Basic)</li> </ul>
 <b>Sangoma Meet</b> <i>Powerful &amp; secure video meeting service, accessible from any device, anywhere, anytime</i>	<ul style="list-style-type: none"> <li>» Hosts &amp; participants can join from mobile, tablet, desktop &amp; telephone</li> <li>» Record meetings, simultaneous screen sharing &amp; chat</li> </ul>	<ul style="list-style-type: none"> <li>» Personal meeting ID, Lobby Room &amp; moderator privileges</li> <li>» Schedule meetings with Google &amp; Office 365 calendar or Slack integration</li> </ul>
 <b>Packaged Applications</b> <i>Automate &amp; streamline workflows to easily connect with your customers, employees &amp; prospects</i>	<ul style="list-style-type: none"> <li>» Employee Alerts: Instantly reach employees during emergency situations via SMS &amp; Email</li> </ul>	

## Add-Ons

- » Packaged Apps
  - Urgent Notification
  - Mass Notification
  - CRM Integration
  - Curbside Service
- » Desktop-as-a-Service Deployment
- » Disaster Recovery-as-a-Service
- » SD-WAN
- » PSTN Fax



# TeamHub



## Nerve Center For Collaboration, Teamwork & Hyper Productivity

TeamHub is the nerve center for collaboration, teamwork, and hyper productivity. It's a one stop shop for all your communication needs.

- » Let go of email with the ability to message in channels and groups. Bring together internal and external members
- » Share and collaborate with files and other content
- » Connect more deeply with video meetings and screen sharing
- » Integrate your toolkit of solutions into one business productivity and collaboration platform

### TeamHub Features

- » User Preferences/Configuration and Guest User support
- » Channel and Personal Workspace management
- » Channel, Direct, and Group Messaging
- » Telephony services, Settings, and Activity History
- » Video conferencing integration
- » Contact and File Management

