



TERMS OF SERVICE
TO THE
STAR2STAR FULL SERVICE WHOLESALE AGREEMENT
REVISED APRIL 2020

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

DEFINITIONS.

These terms are used with special meanings throughout the Agreement and Related Documents. Any capitalized term not defined in the Agreement shall have the meaning ascribed to it here in this Section and throughout these Terms of Service.

1. **“Base Rates”** mean the rates set for Wholesaler by Star2Star for the Products and Services to determine Margin. Base Rates are set, based on minimum three-year Subscription Agreements, and Wholesaler’s “commitment level(s)” (as defined in the Agreement) on an annual basis.
2. **“Certified Installer”** is a person that is a technical resource that has completed all required Star2Star technical training courses and has passed all corresponding tests necessary to become a Certified Installer of the Products and Services. This authorizes the person to install and support the Products and Services.
3. **“Co-Branding”** means the optional “re-labeling” of the Star2Star invoice sent to Subscribers, to include Wholesaler’s Logo(s), subject to the availability of such branding options, according to the terms set forth herein. For the avoidance of doubt, the Quoting Tools allow Wholesaler to incorporate Wholesaler’s Logo(s) as a standard practice.
4. **“Customer Proprietary Network Information”** or **“CPNI”** shall have the meaning as that term is defined in 47 U.S.C. §222(h), as amended, and generally includes the types, quantity, destination, and location of Products and Services provided to Customer by Star2Star, and related usage and billing information for those Products and Services.
5. **“Deal”** means a Products and Services order that is accepted by Star2Star. Star2Star will not accept any Deal for a new Subscriber with less than: five (5) seats, or three (3) lines, or two (2) lines and a fax unless part of a multi-location Deal and the total aggregate line count of the multi-location Deal is no less than five (5) lines or ten (10) seats.
6. **“Enabled and Available for Use”** means the date on which the Products and Services are installed and functioning at a Subscriber’s Location. For the equipment components, this is specifically defined as the ability of the Subscriber to make outgoing calls and receive incoming calls on the “shadow” DID or actual Subscriber new or ported telephone number and, for other of the Products and Services, when the Subscriber can use those Products and Services. This date is used to determine billing and the start of the Subscriber’s first Location “thirty (30) day money-back guarantee” period, in which Wholesaler may be responsible for configuration, provisioning, and/or training at the Subscriber Location.
7. **“Location”** is the unique physical service address to which a Subscriber receives the Products and Services as described in the Quoting Tools.
8. **“Logos”** mean any one or any combination of the registered or rights-claimed trademarks, tradenames, and/or mark (s) of either Party.



9. **“Margin”** is the compensation that shall be earned by Wholesaler for obtaining Subscribers or from the sale of Products and Services to Subscribers. Margin is the difference between the amount charged to the Subscriber and the Base Rates within the Quoting Tools. Wholesaler shall set the amount charged to the Subscriber for many Products and Services as permitted by the Quoting Tools.

10. **“Monthly Recurring Revenue”** or **“MRR”** means the base revenue invoiced each month to Wholesaler’s Subscriber(s). MRR is comprised of all “quoted,” itemized one-time and monthly recurring charges including one-time and monthly recurring hardware charges, bundled, and line item quoted services, voice, and software applications, encompassing Star2Star’s Products and Services. MRR excludes all Wholesaler added Margin, non-quoted revenue attributed to Taxes and Fees (as defined herein), service usage, service overages (such as long-distance or toll-free in excess of total purchased minutes or bursting charges), increases to any quoted or invoice line item resulting from changes in the CPI(U) Index, any revenue not specifically attributable to Wholesaler’s direct sales and Wholesaler’s Resellers’ sales, and any revenue not specifically stated as being included in MRR.

11. **“Products and Services”** means Star2Star’s communications equipment, software, and related services that the Wholesaler offers for sale to Subscribers at the Base Rates in the Quoting Tools at the terms set forth herein.

11.1. Products and Services Base Rates are as listed in the Quoting Tools and subject to change from time to time. Professional installation, configuration, training, porting, or project management (collectively, the “Star2Star Services”) do not have Base Rates and will be calculated as part of the Quoting Tools.

11.2. Star2Star may modify, amend, supplement, delete, or cancel any of the Products and Services, including the prices and terms of such offerings, at any time, in its sole and absolute discretion. Star2Star agrees that any price increase for the Products and Services shall be effective on a go-forward basis only, and shall not apply to currently invoiced Products and Services.

11.3. Notwithstanding the foregoing, Star2Star shall have the right to modify or change the Base Rates outlined in the Quoting Tools to recover any amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of new laws or other similar quasi-governmental orders that are binding on Star2Star (“Governmental Charges”). Such Governmental Charges will be pass-through charges to Subscriber and not marked up by Star2Star.

12. **“Quoting Tools”** are the special electronic ordering tool that generates the necessary documents to place orders for the Products and Services with Star2Star.

13. **“Subscriber”** or **“Customer”** means a person or entity who is a party to a Subscription Agreement and has paid all required deposits and costs thereunder for the Products and Services to commence.

14. **“Subscription Agreement”** or **“Subscriber Agreement”** is the legal contract for the Products and Services between Star2Star and a Subscriber that is obtained through the direct efforts of Wholesaler and accepted by Star2Star (includes all modifications, extensions or amendments to that agreement). The Subscription Agreement is comprised of several documents which may need a Subscriber signature, depending on how the Subscriber purchases the Products and Services, including the **“Quote,”** the **“Monthly Hardware Agreement,”** the **“Star2Star Credit Application,”** and the **“Subscriber Related Documents,”** as applicable, and any other documents as Star2Star may add from time to time.

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

16. **“Territory”** means the United States of America, including all U.S. territories and possessions, subject to service availability and governmental regulations, all on a non-exclusive basis. Wholesaler acknowledges that Star2Star may redefine or limit the Territory, including making certain portions of the

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original Territory exclusive to a third party, at any time and from time-to-time during the Term upon thirty (30) days advance written notice. Unless required by law, rule, or regulation, any change to the Territory shall not apply to any of Wholesaler's current Subscribers obtained before the date Wholesaler received notice of the change in Territory by Star2Star.

THE QUOTING TOOLS.

The Quoting Tools are Star2Star's specialized electronic ordering tool that generates the necessary documents to place orders for the Products and Services for Subscribers.

- 1.** Wholesaler will receive the necessary credentials to access the Quoting Tools, which may be particular for the type of deal and/or the Products or Services ordered by a Subscriber. The Quoting Tools generate the necessary documents for signature by the Subscriber, including the Quote and the Subscription Agreement, as well as documents specific to a Deal, such as the Monthly Hardware Agreement, Star2Star Credit Application, and marketing materials, as applicable. The Quoting Tools allow the Wholesaler the option to add Margin to the Products and Services as Wholesaler sees fit for each Deal.
- 2.** When a Subscriber opts to purchase Hardware replacement coverage ("Maintenance"), which is collected monthly for the term of a Subscription Agreement and covers next-Business Day replacement for "Covered Components." The Quoting Tools compute the floor amount to be charged to the Subscriber that Wholesaler may choose to add Margin, described in more detail herein.
- 3.** Where a Subscriber opts to purchase the Products and Services under Star2Star's "Monthly Hardware Payment Program," which spreads the Hardware, installation, shipping, and monthly recurring Products and Services costs over the life of the Subscription Agreement, the Quoting Tools will provide the applicable Base Rates which Wholesaler will be able to Add Margin (i.e., by adding Margin to individual Hardware items and the installation component). Margin for Monthly Hardware Payment Deals is paid as a one-time, upfront payment. The overall Monthly Hardware Payment amount is not subject to Margin.
- 4.** The Quoting Tools automatically compute recommended installation, configuration, and training charges. When the Wholesaler takes responsibility for these activities, they are free to set the Subscriber charges for these activities and will receive 100% of these charges. When the Wholesaler opts for Star2Star to perform these activities (as described herein), the Quoting Tools will provide the Wholesaler's Base Rates for these activities, and Star2Star will retain that amount. If Star2Star provides these services to the Subscriber, Wholesaler may not discount these items to the Subscriber.

ORDER MANAGEMENT.

- 1.** Processing of a Deal from the Quoting Tools will begin when the Subscription Agreement is accepted ("Accepted" or "Acceptance") by Star2Star. "Acceptance" means 1) the Subscription Agreement has been presented with all required information and properly signed by the Subscriber; 2) the order represents a complete order (no "placeholder" contracts); 3) payment acceptable to Star2Star (cash, credit card or ACH) for amounts then due and a properly completed, payment authorization form have been received; and 4) when applicable, approved Star2Star Commercial Credit Application is provided. In the case of poor Subscriber credit, Star2Star may require an additional upfront deposit and/or personal guarantee if the equipment and/or other components are rented under a Monthly Hardware Agreement.
- 2.** When submitting an order through the Quoting Tools, the Quote and Subscription Agreement (including the Commercial Credit Application, Monthly Hardware Agreement, etc., when applicable) must be properly completed and executed by an authorized agent of the Subscriber. These documents must be received by Star2Star and finalized in the Quoting Tools. An electronic copy of the signed Subscription Agreement with all attachments and exhibits used for the Deal must be uploaded to the Star2Star DealTrack portal at the same time. All payments must be paid to the order of *Star2Star Communications, LLC*.
- 3. Shipping Charges.** The Quoting Tools include a shipping charge for all orders. Should additional shipping charges be incurred, they will be invoiced (to Subscriber or Wholesaler, as appropriate) as soon as they are known.

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4. Order Fulfillment. Order processing will not begin until all necessary documents and information (properly executed documents, current Subscriber phone bills, porting information, etc.) are entered into the DealTrack portal by Wholesaler, and the Deal has been funded.

4.1 Star2Star requires a 5-day window to ship (not deliver) initial orders from the time order processing has commenced. Add-on orders require one Business Day to ship but can be expedited to same Business Day (as explained herein) if all required documents are received at Star2Star's Sarasota, Florida, headquarters before 12:00 PM ET on a Business Day.

4.2 Delays due to credit approvals do not qualify an order for expedited processing. Expedited order processing is available for a fee—starting at \$100 for initial orders and \$50 for add-ons. If additional shipping costs are incurred, those costs will be billed to the appropriate party, as described above.

5. Progress Reports. Wholesaler can track the progress of deals via DealTrack, or they can contact Star2Star Order Commencement for updates on deals before final acceptance. Contact your Star2Star representative for updates on order processing and provisioning. Please review the margin payments report carefully when received and inform Star2Star's commission's department of any discrepancies.

INSTALLATION, CONFIGURATION, AND MAINTENANCE.

1. Wholesaler shall be responsible for arranging the installation, configuration, training, and porting management for the Products and Services in one of three ways:

a. Contracting with a third-party Star2Star Certified Installer to perform the installation, configuration, training, and porting management;

b. Selecting Star2Star Partner Services to perform the Star2Star Services; or

c. Wholesaler who has Star2Star Certified Installers on staff may perform the installation, configuration, training, and porting management.

2. When Star2Star is selected for installation, the Quoting Tools will compute an installation fee covering installation, configuration, training, provisioning, and porting-related costs applicable to that Deal. Star2Star's designated Certified Installer will be responsible for the physical installation of the Products and Services at the identified Subscriber location(s). Star2Star shall also be responsible for any follow-up during the first thirty (30) calendar days after the Enabled and Available for Use date for each location Star2Star installs.

3. When Wholesaler has a Certified Installer on staff and chooses to perform a location installation or hires a third-party Certified Installer to do so, then the following shall apply:

a. Wholesaler may set the amount to charge for its installation services.

b. Wholesaler will be responsible for the physical installation of the Products and Services at the identified location(s), configuration, training, and porting-related costs applicable to that location.

4. Wholesaler will also be responsible for project managing the installation with the Subscriber, including but not limited to, setting the schedule and resolving any installation issues (which may result in a charge to the Subscriber of additional fees to cover additional items and/or costs that were not included in the Quoting Tools).

5. Wholesaler will also be responsible for any follow-up during the first thirty (30) calendar days after the Enabled and Available for Use date for each location not installed by Star2Star. After this period, by contract, Wholesaler may charge the Subscriber a reasonable commercial fee for additional services and support when provided by Wholesaler.



TAXES, FEES, AND OTHER REGULATORY CHARGES.

Subscribers will be charged all applicable Taxes and Fees. These charges are partly computed based on the taxing jurisdiction(s) where the Subscriber location is/are operating the Products and Services and are charged every month at then-current rates. Note, the Quoting Tools do not calculate or display applicable Taxes and Fees as part of the Quote.

MARGIN; PAYMENT.

1. Margin Payment. For a standard Deal, the Quoting Tools allow Wholesaler the option to add Margin to the Products and Services as Wholesaler sees fit. The margin is calculated and paid monthly on an as-billed basis, during the payments period defined herein. Star2Star encourages Wholesaler to establish an ACH payment facility with Star2Star so that payments can be credited immediately. Please contact your Star2Star Representative for details.

2. Wholesaler Maintenance Margin. Star2Star charges the Subscriber a base amount for maintenance, and that amount is retained by Star2Star. Wholesaler is free to add Margin to the Subscriber maintenance Base Rate (as permitted by the Quoting Tools), and the difference between the Base Rate and the marked-up amount will be paid to Wholesaler (as herein provided) as long as the (a) Wholesaler remains in good standing and (b) the Subscriber remains assigned to Wholesaler.

3. Special Base Rates. Star2Star, from time to time, may negotiate special Base Rates for a particular Deal. By accepting and offering the Products and Services under these special Base Rates, Wholesaler agrees to any conditions and/or discounts that vary from Star2Star's standard pricing, conditions, and/or discounts as found in the Quoting Tools when offering the Products and Services at these special Base Rates. Star2Star further reserves the right to set a minimum or maximum Margin where the Products and Services are offered with special Base Rates.

4. Payment Period. Margin payments are issued monthly on an as-billed basis, with each "margin period" running from the 16th of the first month to the 15th of the second month. Payment is made to Wholesaler on the 15th or the first Business Day thereafter of the next month period (i.e., the 15th of the third month) from which a bill is issued. The margin is paid net of taxes and other governmental imposts, refunds, cancellations, discounts, or charge-backs.

5. Margin Statements. Margins statements are issued to Wholesaler for each margin period. Margins are paid net of taxes and other governmental imposts, refunds, cancellations, discounts, or charge-backs. Wholesaler has a ninety (90) day look-back period from the date of receipt of the Margin statement to review and dispute the Margin statement. Following this ninety (90) day period, Wholesaler waives any right or claim to dispute any of the items disclosed or which should have been disclosed on the Payments statement.

6. Clawback for Subscriber Non-Payment: If Star2Star does not receive payment on a bill for which Star2Star has issued Margin payments to Wholesaler within one hundred twenty (120) days from the date billed, Star2Star will clawback any Margin payments made to Wholesaler in the next margin period immediately following those 120 days by offsetting such previous Margin payments against the amount due. Wholesaler shall have a ninety (90) day look back period (from the date of receipt) to review and dispute clawbacks and/or offsets disclosed on its Star2Star margin payments statement. Following this ninety (90) day period, Wholesaler waives any right or claim to dispute any of the items disclosed or which should have been disclosed on the Margin payments statement.

7. Chargeback for Subscriber Refund or Credit. If Star2Star makes Margin payments to Wholesaler on amounts that are subsequently refunded or credited back to a Subscriber for any reason, then Star2Star may deduct any Margin payments made on the refunded/credited amount from future Margin payments owed to Wholesaler at any time during a one hundred and twenty (120) day look back period. Wholesaler must provide written notice of chargeback errors to Star2Star within ninety (90) days from the chargeback date. If Wholesaler fails to make the foregoing complaint within ninety (90) days, then

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Star2Star will have no obligation to take any action to address the complaint, and the original Margin payment or chargeback will be considered complete and satisfied.

8. Subscriber “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 the Subscriber’s monthly recurring charges (i.e., the base charges invoiced each month to Wholesaler’s Subscribers or MRR) is 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 (“Extension Months”). During the Promotional Months, the MRR is not considered “as-billed” for purposes of paying Margin and Wholesaler shall not receive Margin Payments associated with that Subscriber during the Promotional Months. Wholesaler shall receive Margin Payments associated with that Subscriber for the remaining months of the term of the Subscription Agreement, including the Extension Months.

Moving Products and Services; Adoption and Re-Bill Fees.

Wholesaler "sells" via the Star2Star Subscription Agreement Products and Services to Subscribers. However, selling for the Agreement constitutes selling the Products and Services in the aggregate for a term of no less than three (3) years, except for "Monthly Hardware" and/or "All-Inclusive" Products and Services which are sold for a term of no less than five (5) years. Wholesaler, at any time during those periods, has the option to move purchased Products and Services amongst Subscribers. Monthly Hardware and/or All-Inclusive Products and Services may only be moved on a location basis (i.e., all Monthly Hardware and/or All-Inclusive Products and Services must all be moved to a new location). Adoption fees ("Adoption Fee") will apply for the moved hardware and/or equipment, at Star2Star's then-prevailing adoption fee rates. To move Products and Services, Wholesaler must provide Star2Star with all necessary information required by Star2Star (such as, for example, new location information, newly built portal locations, new billing contact, etc.) to redistribute the Products and Services at least five (5) calendar days before the date on which Wholesaler's monthly invoice is issued by Star2Star. Star2Star reserves the right to charge Wholesaler a fee ("Re-Bill Fee") for five hundred dollars (\$500.00) per instance (i.e., per move). The Adoption Fee and the Re-Bill Fee will be invoiced to Wholesaler and will be due and owing upon receipt.

Wholesaler Training Commitments.

Star2Star provides mandatory sales and technical training either online or at Wholesaler’s location, on an at-cost basis. All Star2Star training programs are accompanied by comprehensive testing that requires a passing grade for certification. Online training has no cost to Wholesaler. In-person training has a fee of two hundred and fifty dollars (\$250.00) per person.

Demo Phone System.

A Demo Phone Kit is optional for Wholesaler, for \$1,750.00, plus applicable taxes. Please contact Wholesaler’s Star2Star Representative for details. Demo hardware kits are tracked and may not be used as commercial phone systems for Wholesaler or others.

Inventory.

Star2Star does not require Wholesalers to maintain inventory, notwithstanding; however, Wholesaler should have at least one replacement part for each type of component they have sold and installed for a Subscriber. Equipment included in the Wholesaler’s demo hardware kit qualifies for this purpose. However, Wholesalers may accumulate these replacement parts as they sell various components. Some parts may require additional inventory levels as a practical matter for Wholesalers. Star2Star will ship (overnight) the same Business Day replacement equipment covered by the Subscriber Agreement for requests received in our Sarasota headquarters by 12:00 P.M.

Previously Deployed Equipment.

Star2Star does not permit the resale or reuse of Star2Star Hardware (excluding specifically “Cold Equipment” sold as such and detailed in the Subscriber “Terms and Conditions” found at

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<http://www.star2star.com/terms-and-conditions>). Software licenses associated with Star2Star Hardware and/or Components are not transferable without Star2Star's written authorization. Wholesaler shall not knowingly purchase or reuse previously deployed Star2Star Hardware. Star2Star reserves the right to refuse to provide service to any Hardware or Components it determines is being reused in violation of this policy. This provision is material to Star2Star.

Wholesaler's Resellers.

1. Wholesaler's Obligations. Wholesaler, at Wholesaler's option, may authorize entities to resell the Products and Services on behalf of Wholesaler ("Resellers"). Such authorization shall be by agreement between Wholesaler and Resellers, according to terms agreed to between Wholesaler and Resellers.

1.1 Wholesaler shall (1) (a) comply with; and (b) cause all of its entities authorized to resell the Products and Services on behalf of Wholesaler ("Resellers") to comply with, all of Star2Star's written policies and procedures, terms and conditions of service, and other directives relating to the Products and Services (including, to the extent applicable, these Terms of Service, all as in effect from time to time during the Term of the Agreement; and (2) (a) offer; and (b) cause its Resellers to offer, the Products and Services on substantially the same terms (other than pricing terms) as those contained in the then-current version of the Subscriber Agreement. Concerning Products and Services ordering, and provisioning, processes, Wholesaler shall comply and shall cause its Resellers to comply with the commercially reasonable written protocols established by Star2Star from time to time hereunder.

1.2 Standards of Conduct. Wholesaler shall (1) (a) conduct and (b) cause its Resellers to conduct, all business in an honest and forthright manner intended to reflect favorably at all times on the Products and Services and Star2Star's brand, goodwill, and reputation; (2) refrain, and cause its Resellers to refrain, from all deceptive, misleading or unethical practices concerning Subscribers and Star2Star; (3) describe, and cause its Resellers to describe, the Products and Services accurately in all material respects; and (4) ensure that all representations made to Subscribers by Wholesaler and/or its Resellers are true, complete and correct and entirely consistent with the information provided in Star2Star's written technical or sales materials.

2. Star2Star's Obligations. Star2Star shall use commercially reasonable efforts as defined in the Agreement (1) to process orders for the Products and Services obtained by or through Reseller; (2) to bill, collect from and provide customer service, as defined in the Subscription Agreement, to Subscribers, as applicable; (3) to comply with all federal, state or local laws, rules and regulations applicable to its performance under the Agreement, (4) to perform its obligations under the Agreement in a professional manner as it relates to interactions with Resellers. Star2Star further represents and warrants that Star2Star shall not solicit and/or attempt to pursue contractual agreements with Resellers, without the prior written permission of Wholesaler.

Subscriber Exclusivity

1. Deal Registration. Wholesaler does not have an exclusive right to market the Products and Services. However, Subscriber locations may be exclusively registered to Wholesaler for a 90-day exclusive registration period on a first-come basis as valid Quotes are registered. During the 90-day exclusive registration period, Star2Star will not honor any other Quote submitted for that same potential Subscriber location by another Star2Star partner. If following the expiration of the 90-day exclusive registration period, the Quote and a Subscription Agreement have not been executed; Wholesaler will no longer have exclusivity for the quoted Subscriber location. Star2Star reserves the right to extend periods of exclusivity for a Subscriber Location on a deal-by-deal basis for good cause shown. Uploading a "placeholder" Quote is not permitted, and repeated violations shall be deemed a material breach of the Agreement. In the case of conflicting registrations, Star2Star reserves the right to resolve such conflicts in its sole discretion.

2. Ongoing Exclusivity. If the Quote and a Subscription Agreement are executed during the 90-day exclusive registration period, Wholesaler will have exclusivity for that Subscriber location for the term of the Subscription Agreement, including Renewals (i.e., Subscriber will become an "assigned" Subscriber of

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Wholesaler) subject to the section titled ‘Termination of Exclusivity.’ Exclusivity is location-specific. Wholesalers who quote one or a portion of a multi-location Subscriber do not automatically receive exclusivity for all of the Subscriber’s unquoted locations.

3. Termination of Exclusivity. Upon termination, cancellation, or expiration of the Agreement or if Wholesaler is no longer in Good Standing, the Subscriber exclusivity provisions stated above shall no longer apply. Star2Star may attempt to have the Subscriber sign a new Subscription Agreement at any time following any such termination, cancellation, or expiration.

4. Subscriber Disputes. Star2Star will make commercially reasonable efforts to mediate disputes between a Subscriber and Wholesaler. If the two sides cannot reconcile, Star2Star has the authority to reassign the Subscriber upon the receipt of a written request from Subscriber (at Star2Star’s absolute and sole discretion). If the two sides cannot reconcile within a reasonable period, as determined by the circumstances of the dispute, Star2Star reserves the right and herein has the authority to reassign Subscriber, without invalidating or terminating the Agreement. Such transfer will be at Star2Star’s reasonable discretion. In the event of a reassignment due to a Subscriber request, all Margin and/or other payments to Wholesaler for that Subscriber shall cease.

National Accounts.

Star2Star and its resellers will, from time to time, service large national accounts. Wholesaler’s Margin on national accounts it produces for Star2Star will be negotiated on a case-by-case basis. Star2Star’s goal in connection with its national accounts is to provide the best possible account management and attain the highest possible levels of satisfaction for each such account. Wholesaler’s having a location or group of locations will not automatically give it exclusivity for the national account for that Subscriber. National account designations will be made independently by Star2Star and must be applied for. For more information on national account applications, please contact marketing@star2star.com.

Government Contracts. Star2Star has its Products and Services listed with various state and federal contract solicitations. All government contracts will be negotiated on an individual basis and will have terms, conditions, discounts, and pricing that vary from Star2Star’s standard Quoting Tools pricing. All Margin resulting from a government contract will be based on the unique terms and conditions of such government contracts and will be independently negotiated between Wholesaler and Star2Star at the appropriate time.

Insurance Requirements.

1. Star2Star agrees to maintain in force during the Term insurance coverage in the categories and policy limits set forth herein and provide Wholesaler certificate(s) evidencing all such coverages:

<u>Insurance Category</u>	<u>Policy Minimums</u>
General Liability- Including Contractual Liability and Completed Operations	\$2,000,000 Each Occurrence \$5,000,000 Aggregate (can include Umbrella Liability)
Automobile Liability- Including Hired and Non-owned Vehicles	\$2,000,000 Combined Single Limit for Bodily Injury and Property Damage (can include Umbrella Liability)
Workers’ Compensation	As required by each state in which Star2Star operates.
Employers Liability	\$1,000,000 Each Accident \$1,000,000 Each Employee- Disease

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	\$1,000,000 Policy Limit- Disease
Primary Commercial Blanket Bond	\$100,000 Each Employee
Umbrella Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
Professional Liability/ Errors & Omissions Coverage (Including coverage for Copyright, Trademark, Privacy, and Associated Intellectual Property Risk)	\$2,000,000 Each Occurrence
Privacy & Network Liability (Including Data Breach Fund and Regulatory Proceedings)	\$10,000,000 Per Claim \$10,000,000 Annual Aggregate \$1,000,000 Data Breach Fund \$5,000,000 Regulatory Proceeding

2. Furthermore, Star2Star agrees as follows:

2.1 All insurance policies required to be maintained according to Section 1 shall be procured from insurance companies rated at least A-VII or better by the then-current edition of Best's Insurance Reports published by A.M. Best Co.

2.2 Such above insurance shall not be canceled, the coverage hereunder reduced, or the policies materially changed.

2.3 Within seven (7) days of the Effective Date of the Agreement, Star2Star shall provide Wholesaler with Certificates of Insurance (Accord Forms) evidencing the insurance required to be maintained under Section 1. The Certificates of Insurance shall evidence thirty (30) days written notice of cancellation or non-renewal in coverage.

2.4 All insurance coverage required to be maintained under Section 1 shall be on an occurrence basis. The only exception is if the claims-made coverage provides a three (3)-year period of "tail coverage" on any expiring/canceled claims-made insurance policy. In no event will Wholesaler be required to accept self-insurance.

2.5 All insurance required to be maintained under Section 1 shall be primary and noncontributory to any insurance maintained by Star2Star's subcontractors, Wholesaler, or Wholesaler's Subscribers.

3. Wholesaler agrees to obtain and maintain in force during the Term insurance coverage in the categories and policy limits set forth herein and provides Star2Star certificate(s) evidencing all such coverages and the designation of Star2Star as an additional insured and as a loss payee thereunder:

<u>Insurance Category</u>	<u>Policy Minimums</u>
General Liability- Including Contractual Liability and Completed Operations	\$2,000,000 Each Occurrence \$5,000,000 Aggregate (can include Umbrella Liability)
Automobile Liability- Including Hired and Non-owned Vehicles	\$2,000,000 Combined Single Limit for Bodily Injury and Property Damage (can include Umbrella Liability)
Workers' Compensation	As required by each state in which Wholesaler offers Star2Star Products and Services.



Employers Liability	\$1,000,000 Each Accident \$1,000,000 Each Employee- Disease \$1,000,000 Policy Limit- Disease
Primary Commercial Blanket Bond	\$100,000 Each Employee
Umbrella Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate

4. Furthermore, Wholesaler agrees as follows:
- 4.1** All insurance policies required to be maintained under Section 3 shall be procured from insurance companies rated at least A-VII or better by the then-current edition of Best's Insurance Reports published by A.M. Best Co.
- 4.2** Such above insurance shall not be canceled, the coverage hereunder reduced, or the policies materially changed.
- 4.3** Within seven (7) days of the Effective Date, Wholesaler shall provide Star2Star with Certificates of Insurance (Accord Forms) evidencing the insurance required to be maintained under Section 3. The Certificates of Insurance shall evidence thirty (30) days written notice of cancellation or non-renewal in coverage.
- 4.4** All insurance coverage required to be maintained under Section 3 shall be on an occurrence basis. The only exception is if the claims-made coverage provides a three (3)-year period of "tail coverage" on any expiring/canceled claims-made insurance policy. In no event will Star2Star be required to accept self-insurance.
- 4.5** All insurance required to be maintained under Section 3 shall be primary and noncontributory to any insurance maintained by Star2Star

Indemnification.

- 1. Star2Star Indemnification.** Wholesaler shall indemnify, defend and hold Star2Star and its employees, members, officers, directors, representatives, and agents (collectively, "Star2Star Indemnitees") harmless from and against all assessments, claims, losses, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses (collectively, "Losses") arising out of any third-party claim, action, suit or judgment (each, a "Claim") asserted against any Star2Star Indemnitee, including:
- a.** Any Claim for damages which may arise out of or be caused by any act or omission of Wholesaler or any of its employees, officers, directors, representatives, and agents including, but not limited to, those Claims made by agents and employees of either Party hereto (including payment under any workers' compensation law or any plan for employee disability and death benefits);
- b.** Any Claim by any Subscriber, or third-party arising out of the use or access to the Products and Services, including, but not limited to Claims involving e911 and 911;
- c.** Any Claim by any Subscriber or third-party alleging misrepresentation of the Products and Services by Wholesaler;
- d.** Any Claim by any Subscriber, or third-party arising out of a breach of the Agreement or a violation of law or order, by Wholesaler or any of its employees, officers, directors, representatives, and agents; or

- e.** Any Claim by any taxing authority, a government body, or quasi-government body that any required tax, fee, charge, duty, surcharge or similar cost of any nature whatsoever required to be collected and/or remitted by Wholesaler was not collected and/or remitted, including all principal, interest, and penalty.
- 2. Wholesaler Indemnification.** Star2Star shall indemnify, defend and hold Wholesaler and its employees, members, officers, directors, representatives, and agents (collectively, “Wholesaler Indemnitees”) harmless from and against any and all Losses arising out of any Claim asserted against any Wholesaler Indemnitee arising out of any Claim for damages to tangible property, intangible property, or bodily injury to or death of any person, including, but not limited to, Subscribers and employees of Wholesaler (including payment under any workers’ compensation law or any plan for employee disability and death benefits) which may arise out of or be caused by the gross negligence or intentional act or omission of Star2Star or any of its employees, members, officers, directors.
- 3.** If it is judicially determined that Star2Star has infringed any third party’s copyright or patent rights arising under the laws of the United States, Star2Star will, at its expense, either (1) procure for Wholesaler the right to continue the use of the infringing services, products, equipment or any component thereof; or (2) replace or modify such infringing services, products, equipment or any component thereof, with non-infringing services, products, equipment or component that are reasonably satisfactory to Wholesaler. Star2Star shall have no obligations under this section, concerning a Claim to the extent arising out of:

 - a.** Any materials provided by Wholesaler to Star2Star;
 - b.** Any modifications or changes made to the Products and Services by any party other than Star2Star; or
 - c.** Use of the Products and Services in combination with any other service(s), product(s), or software not provided by Star2Star.
- 4.** Each Party is solely responsible for the collection and remittance of all applicable Taxes and Fees in connection with the consumption, sale or resale of the Products and Services by that Party (“Obligor”) and shall defend, indemnify, and hold harmless the other Party for such Taxes and Fees. To the fullest extent permitted by law, as of the date that an obligation to indemnify for Taxes and Fees arises, the Obligor shall defend, indemnify, hold harmless, pay and reimburse the other Party (“Obligee”) against any Losses relating to any obligation or duty on the part of the Obligor to collect and/or remit Taxes and Fees in connection with the consumption, sale or resale of the Products and Services by the Obligor. The foregoing Taxes and Fees indemnification obligation shall include expenses incurred in investigating or defending against such Losses and any amounts expended in settlement of any Losses to which the Obligee may become subject as a result of any obligation or duty on the part of the Obligor to collect and/or remit Taxes and Fees in connection with the consumption, sale or resale of the Products and Services by the Obligor.
- 5.** Each Party is also solely responsible for collection and remittance of any Taxes and Fees imposed on that Party that is based upon that Party’s revenue, income, net income, net assets, net worth or capital or any Tax imposed in lieu thereof, and for the remittance of all contributions or taxes for unemployment insurance, social security payments or other assessments for those persons employed by that Party.
- 6.** If any Claim arises to which the provisions of this Section may be applicable, the Party that claims entitlement to indemnification (the “Indemnitee”) shall, immediately upon learning of such Claim, notify the other Party (the “Indemnitor”). The Indemnitor may settle or compromise such Claim (provided that such settlement or compromise does not require the Indemnitee to admit liability, pay money or suffer an impairment of rights) or retain counsel and control and prosecute the defense. In no event shall the Indemnitee have the right to pay, settle or otherwise compromise such Claim without the prior written consent of the Indemnitor unless the Indemnitor has received notice of the Claim and has failed to timely provide defense through competent counsel experienced in the matters concerning the Claim.
- 7.** If any Claim arises to which the provisions of this Section may be applicable, then each Party agrees that it will provide the other all reasonable aid and cooperation in the conduct of the investigation, defense, and/or settlement of such Claim as regards to potential liability to any third party. In this regard, the

Information is Proprietary and Confidential; Provided Subject to the Star2Star Mutual Non-Disclosure and Confidentiality Agreement.
Unauthorized Use Prohibited.



Indemnitee shall make available to the Indemnitor or its representatives all persons, records and other materials required by them and in the possession or under the control of the Indemnitee, for the use of the Indemnitor and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. All such materials provided will remain the property of the Indemnitee and will be subject to the protections of the *Mutual Nondisclosure and Confidentiality Agreement* between the Parties.

8. The indemnification provisions in this Section shall survive the expiration, cancellation, breach, or termination of the Agreement.

Disclaimer of Warranties.

STAR2STAR MAKES NO WARRANTIES NOR PROVIDES ANY REPRESENTATIONS AS TO THE PRODUCTS AND SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE, EVEN IF SUCH PURPOSE OR USE WAS KNOWN OR WAS MADE KNOWN. STAR2STAR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INTERRUPTIONS AFFECTING THE PRODUCTS AND SERVICES THAT ARE ATTRIBUTABLE TO EQUIPMENT FAILURES OR TO WHOLESALER'S BREACH OF THE AGREEMENT.

Limitation of Liability; Sole Remedy.

1. **No Consequential or Indirect Damages.** EXCEPT AS PROVIDED BELOW IN THIS SECTION, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS OR OWNERS BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF (1) USE, (2) DATA, (3) REVENUE OR (4) PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. **Maximum Liability.** EXCEPT FOR THE PAYMENT OF MARGIN PAYMENTS HEREUNDER BY STAR2STAR TO WHOLESALER AND AS PROVIDED HEREIN, IN NO EVENT, SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF MARGIN PAYMENTS RECEIVED BY WHOLESALER HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF A PARTY'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

3. **Tax Liability.** NEITHER PARTY SHALL BE RESPONSIBLE TO ANY TAXING AUTHORITY FOR ANY OF THE OTHER PARTY'S TAX LIABILITY UNDER ANY CIRCUMSTANCES. NEITHER PARTY SHALL BE LIABLE FOR ANY PENALTIES AND/OR INTEREST INCURRED BY OTHER PARTY AS A RESULT OF THE PARTY'S FAILURE TO TIMELY FILE ANY TAX RETURN AND/OR REMIT ANY TAX DUE.

4. **Exceptions.** THE LIMITATIONS AND EXCLUSIONS OUTLINED IN THIS SECTION SHALL NOT APPLY TO:

- a) A breach of the *Mutual Non-Disclosure and Confidentiality Agreement*;
- b) Amounts owed to Star2Star by Wholesaler and Subscriber for Products and Services provided under the Agreement;
- c) Star2Star's or Wholesaler's indemnification obligations;
- d) The grossly negligent acts or omissions or willful misconduct of either Party in performing its obligations under the Agreement; or
- e) A Party's obligation to pay attorneys' fees and court costs.



5. Sole Remedy. THIS SECTION SETS FORTH EACH PARTY'S SOLE LIABILITY AND ENTIRE OBLIGATION AND EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST SUCH PARTY. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT THE OBLIGATIONS AND LIABILITY OF EACH PARTY AS PROVIDED IN THE INDEMNIFICATION SECTION OF THE AGREEMENT.

Trademarks and Proprietary Notices; Logos.

During the term of the Agreement, Wholesaler shall be authorized to distribute material containing the trademarks, trade names, logos and designations used by Star2Star, provided, however, that all such materials must be (1) provided by Star2Star; (2) used by Wholesaler solely in connection with the promotion of Star2Star's Products and Services; and (3) all intellectual property provided by Star2Star shall remain the property of Star2Star exclusively. Wholesaler shall not remove or destroy any copyright notices, trademarks, or other proprietary markings on the software, documentation, or other materials related to Star2Star's Products and Services. Wholesaler shall not independently create or distribute any promotional or advertising material containing Star2Star's trademarks, trade names, logos, and designations without Star2Star's prior written consent. Wholesaler shall not use any Star2Star copyrighted materials, trademarks, service marks, or other proprietary markings on its website without Star2Star's prior written consent. Finally, Wholesaler will not engage in any type of Internet-based mass marketing for the Products and Services including, but not limited to, spamming or any other form of mass marketing or advertising using the Internet; provided, however, that Wholesaler shall be permitted to engage in targeted email campaigns and web page advertisements approved in advance by Star2Star as part of its marketing efforts.

Assignment.

1. Neither Party shall assign, delegate or transfer the Agreement or any of its rights or duties hereunder, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Provided; however, either Party shall be entitled to assign its rights and obligations hereunder to any subsidiary or affiliate or in connection with a merger or other business combination or connection with the voluntary sale or transfer of all or substantially all of its assets or equity ownership. Any permitted assignment shall not relieve the assigning Party of its obligations under the *Mutual Non-Disclosure and Confidentiality Agreement*. Any attempted assignment in violation of this provision shall be null and void. The Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

2. In the event a Party is required to obtain consent to a proposed assignment, that Party shall provide a minimum of twenty-one (21) days written notice to the other Party. Such notice shall contain, at a minimum, the facts and circumstances surrounding the proposed assignment, the anticipated effective date of the proposed assignment, reasonable information concerning the intended assignee, and a reference to this provision. The non-assigning Party shall have the right to request additional information about the assignee before providing or withholding consent.

Independent Contractor.

Star2Star is contracting with Wholesaler for results only. Subject to the terms of the Agreement, Star2Star shall not control the means, methods, or times in which Wholesaler performs the obligations required of it under the Agreement. Wholesaler shall act exclusively as an independent contractor. Nothing contained herein will in any way constitute or shall be construed to be any association, partnership, employment arrangement or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent in every instance. Except as otherwise specifically set forth herein, Wholesaler agrees to be solely responsible for all costs related to its performance under the Agreement and hold Star2Star harmless in regards to such costs.

Modification and Amendments.

Except as otherwise set forth to the contrary in the Agreement, no modification to the Agreement, nor any waiver of any rights, will be effective unless such modification or waiver is in writing and signed by each of the Parties hereto; provided, however, that Star2Star shall have the right, in its sole and absolute discretion, to amend, modify, add, delete, or cancel the terms of any exhibit to the Agreement and the Related Documents, including these Terms of Service; provided further, however, that all such amendments, modifications, additions, deletions or cancellations, including price and term changes shall apply prospectively only; and provided further, that any such modification or amendment to the determination of Margin shall apply to only those Subscribers who execute a Subscription Agreement after the effective date of such amendment or modification.

Waiver; Rights Cumulative.

Except as otherwise set forth to the contrary in the Agreement, the rights and remedies of the Parties to the Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under the Agreement or any of the documents referred to in the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law:

- a.** No claim or right arising out of the Agreement or any of the documents referred to in the Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party;
- b.** No waiver that may be given by a Party will be applicable except in the specific instance for which it is given in writing; and
- c.** No notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in the Agreement or the documents referred to or incorporated in the Agreement.

Captions and References.

The headings of articles and paragraphs in the Agreement are provided for convenience only and will not affect the construction or interpretation of any provision hereof. Any references herein to a “section” means the corresponding Section of the Agreement. Any references herein to a “paragraph” means the corresponding paragraph of the Agreement. References herein to any gender include the other gender and the neuter, as applicable. References herein to the singular number include the plural number and vice versa. The words “hereunder,” “hereof,” “hereto,” and words of similar import will be deemed references to the Agreement as a whole and not to any particular Section or other provision hereof or any exhibit attached hereto. When used in the Agreement, the word “including” (and with the correlative meaning “include” and “includes”) means including without limiting the generality of any list or description following such term and will be deemed to be followed by the words “without limitation.”

Document Construction; Precedence.

The Agreement has been negotiated at arm’s length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of the Agreement shall be interpreted in a commercially reasonable manner to effect the purpose of the Parties to the Agreement. In the event of any inconsistent or conflicting term, the order of precedence shall be these Full Service Wholesale Terms of Service, the Agreement, any addenda and/or exhibits subsequently added to the Agreement, and the *Mutual Non-Disclosure and Confidentiality Agreement*.

Dispute Resolution.

Except for matters involving immediate equitable relief, or as otherwise specifically provided in or permitted by the Agreement, all disputes, differences of opinion, or controversies arising in connection with

the Agreement shall be subject to good-faith negotiation between the Parties in an attempt to arrive at a mutually agreeable resolution. The aggrieved Party shall first provide written notice of the dispute to the other Party and seek resolution before taking any action before any court or regulator, or before issuing or authorizing any public statement about the nature of the dispute or controversy. If, after negotiating in good faith for a minimum period of fourteen (14) calendar days, or any agreed further period, the Parties are unable to resolve the dispute, the Parties shall submit the matter to a mutually agreed-upon mediator based in Sarasota, Florida. The mediation shall take place in the offices of the mediator unless otherwise agreed in writing by the Parties. The Parties shall present their side to the mediator within fourteen (14) calendar days or such other period as mutually agreed upon. The cost of the mediation shall be equally shared. If the Parties are unsuccessful in resolving the matter through the use of the mediator, either Party may seek a resolution by exercising any rights or remedies available to either Party at law or in equity. Arbitration shall not be mandatory and shall only be used if agreed to by the Parties in writing, as binding and final.

Prevailing Party Entitled to Attorneys' Fees and Costs.

If any legal action or any other proceeding is brought for the interpretation or enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or Prevailing Party or parties shall be entitled to recover all reasonable costs and fees incurred in that action or proceeding which shall include, without limitation, reasonable fees of attorneys, legal assistants, paralegals, and other legal personnel which is supervised by an attorney together with reasonable fees of accountants, appraisers, and other professionals or experts, in addition to any other relief to which it or they may be entitled. All fees shall be limited to what is determined as reasonable by the type, duration, and location of the matter and shall conform to the Rules Regulating the Florida Bar. In this event, this definition shall apply to "litigation," which shall include arbitration if such arbitration is binding and agreed to by the Parties. For purposes hereof, "Prevailing Party" means any party or neither party in any proceeding that has substantially prevailed concerning the amount in controversy or has substantially prevailed concerning the most significant issue or set of issues presented as determined by the judge (not the jury) or the arbitrator(s) and any such judgment or award shall articulate the basis for determining the Prevailing Party. The preceding shall include fees incurred for proof of attorneys' fees (fees for fees), appellate proceedings, and collection by the Prevailing Party of any award or judgment.

Limitation of Action.

Any legal action arising out of the Agreement shall be barred unless commenced within one (1) year of the act or omission giving rise to the action or after the discovery of such act or omission. Such limitations shall not apply to any actions asserted against one Party by the other Party arising out of any violations of any other agreements between the Parties, including the *Mutual Non-Disclosure and Confidentiality Agreement*.

Governing Law.

- 1.** The Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Each Party hereby irrevocably:
 - a.** Submits to the exclusive jurisdiction of the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division, in any action or proceeding arising out of, or relating to, the Agreement, the relations between the parties to the Agreement, and any matter, action or transaction described in the Agreement, whether in contract, tort or otherwise;
 - b.** Agrees that such courts shall have exclusive jurisdiction over such actions or proceedings;
 - c.** Waives the defense that Sarasota/Tampa, Florida is an inconvenient forum to the maintenance and continuation of such action or proceeding;
- 2.** If an action or proceeding is initiated in one of the courts referenced above and is pending, the parties agree, for the convenience of the Parties and subject to any limitations on subject matter jurisdiction



of the court, to initiate any counterclaims or related actions in the same proceeding (as opposed to a separate proceeding in any of the other courts specified above).

Time of the Essence.

Time is of the essence for all purposes of the Agreement. In computing, any period under the Agreement, the day of the act, event, or default from which the designated period begins to run shall not be included, and the last day of the period so computed shall be included.

Force Majeure.

Neither Party will be liable for delays nor failure to perform its obligations under the Agreement, except for the payment of any amounts owed hereunder, which delay or failure was caused by events such as acts of God, war, terrorist acts, power failure, acts of government, pandemic, epidemic, disease or any other cause beyond the reasonable control of that Party. If such an event occurs, the Party whose performance is hindered must give prompt written notice to the other Party providing the nature of the delay and an estimate of the time that delay will continue, and the delayed Party will resume performance of its obligations as soon as possible after the end of the event.

Notices.

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

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

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

Survival; Severability.

All terms and provisions of the Agreement that should by their nature survive the termination of the Agreement will so survive. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement and the remaining portion(s) of the Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from the Agreement.

Accessing the Quoting Tools.

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

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

2.1 Wholesaler is responsible for:

- a.** Making all arrangements necessary for Wholesaler to have access to the Quoting Tools; and
- b.** Ensuring that all persons who access the Quoting Tools through Wholesaler's internet connection are aware of these Online Terms and comply with them.

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

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

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

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

- a.** In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- b.** To impersonate or attempt to impersonate Star2Star, a Star2Star employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the preceding);
- c.** To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Quoting Tools, or which, as determined by Star2Star, may harm Star2Star or users of the Quoting Tools or expose them to liability;
- d.** Use the Quoting Tools in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Quoting Tools, including their ability to engage in real-time activities through the Quoting Tools;
- e.** Use any robot, spider, or another automatic device, process, or means to access the Quoting Tools for any purpose, including monitoring or copying any of the material on the Quoting Tools;
- f.** Use any manual process to monitor or copy any of the material on the Quoting Tools or for any other unauthorized purpose without our prior written consent;
- g.** Use any device, software, or routine that interferes with the proper working of the Quoting Tools;
- h.** Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

- i. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Quoting Tools;
- j. Attack the Quoting Tools via a denial-of-service attack or a distributed denial-of-service attack; or
- k. Otherwise, attempt to interfere with the proper working of the Quoting Tools.

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

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

Counterparts. Electronic Signatures.

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

Anti-Bribery

1. Wholesaler agrees to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010).



- 2.** Wholesaler agrees that Wholesaler and its owners, directors, officers, employees, agents, partners and vendors have not and will not directly or indirectly pay, offer, promise to pay, or authorize the payment of, any money or anything of value to any person to obtain improperly, retain, or direct business or secure any improper advantage in connection with the Products and Services. Wholesaler also agrees to implement adequate procedures to prevent a breach of this section. If Wholesaler becomes aware of a breach or potential breach of this section, Wholesaler shall immediately notify Star2Star and promptly take action against those involved.
- 3.** Wholesaler certifies that none of its owners, directors, officers, employees, agents, or partners have been convicted of or pleaded guilty to bribery, fraud, or related charges.
- 4.** If Star2Star has reason to believe that a breach of this section has occurred or may occur, Star2Star may at its discretion, and without liability to Wholesaler, notify Wholesaler of its obligation to cure within the Cure Period and/or terminate the Agreement immediately, until it receives confirmation to its satisfaction that no breach has occurred or will occur. Wholesaler agrees to further indemnify and hold Star2Star harmless against any related claims, losses, or damages incurred under a breach of this section.
- 5.** Wholesaler agrees to keep accurate books, accounts, and records related to its business with Star2Star and to allow Star2Star, or its independent audit firm, reasonable access to these to verify compliance with this section.