

St. Therese Church

**Quote Presented On
Monday, May 4, 2015**

**By
Teleco of Wilmington**



Phone System Proposal and Quotation

Date	5/4/2015	Quoted by	Teleco of Wilmington
Company	St. Therese Church	Web Site	www.teleco-ilm.com
Business Contact	John Ranalli	Sales Rep	Joey Stone
Address	207 South Lumina Drive	Address	5221 A Oleander Dr
City	Wilmington	City	Wilmington
Phone	910-256-2471	Phone	(910) 791-7000
Email		Email	jstone@teleco-ilm.com
State/Zip	NC, 28480	State	NC, 28403
Fax		Fax	(910) 791-7801

2/11/2015

PROPOSAL SUMMARY

	One Time	Recurring
HARDWARE		
StarBox Cloud Connection System	948.55	0.00
VoIP Phones	1,479.52	0.00
Analog Adaptors	130.00	0.00
Network and Power Backup Hardware	1,034.00	0.00
TOTALS FOR HARDWARE	3,592.07	0.00
SOFTWARE & APPLICATIONS		
Software & Applications	0.00	61.92
TOTAL FOR SOFTWARE & APPLICATIONS	0.00	61.92
VOICE & DATA		
Voice Plan	0.00	39.92
Numbers	0.00	8.19
Call Routing	0.00	0.00
TOTAL FOR VOICE & DATA	0.00	48.11
SHIPPING, PROVISIONING, MAINTENANCE		
Total Shipping	140.00	0.00
Provisioning & System Setup(s)	420.00	0.00
Monthly Maintenance	0.00	58.10
TOTAL SHIPPING, PROVISIONING, MAINTENANCE	560.00	58.10
RESELLER ADDED EQUIPMENT		
Data Wiring	5,970.00	0.00
TOTALS FOR RESELLER ADDED HARDWARE	5,970.00	0.00
SubTotal System Cost	10,122.07	168.13
Reseller Installation, Configuration and Training	854.55	
Total System Cost After Installation	10,976.62	168.13
Polycom Phone Rebate(s)*	(120.00)	
Total System Cost after Rebates	10,856.62	168.13
If Purchased:		
System Deposit (50% of Total System Cost due with contract)	5,061.04	
Service and Maintenance Deposit (First and Last Month due prior to activation)	336.26	
System Balance (due the earlier of 30 days from shipping or system activation)	5,061.04	
Reseller Installation, Configuration and Training	854.55	
Manufacturer Rebates	(120.00)	
Rebates End 03/31/2015		
Based on 36 Month Lease:		
Estimated First and Last Lease Deposits (paid to leasing company with lease agreement)	761.78	
Service and Maintenance Deposit (due prior to activation)	336.26	
Estimated Monthly Lease Payment		380.89

Accepted By: _____ Title: _____ Date: _____

Quote valid through 03/31/2015. Deposit Required with Cash Order, 50% of Total One Time before Installation Items. Payment terms for the balance are the earlier of 30 days after shipment or the date the StarSystem is Enabled and Active at each of Subscriber's locations. First and Last Month Service deposit required prior to activation. This quote may contain promotional discounts that will expire on 03/31/2015 and must be submitted with an executed Subscription agreement by that date. Paper bill and/or payments by check are available for an additional \$4.99 monthly administration fee per location. Proposed Lease Payment based on 36 Month Lease : \$380.89 plus applicable sales tax and a one time processing fee. This is subject to credit approval, and the final lease payment may be different based on your credit approval. The leasing company will require a deposit equal to the first and last payment.

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Address	207 South Lumina Drive	Address	5221 A Oleander Dr
City	Wilmington	City	Wilmington
Phone	910-256-2471	Phone	(910) 791-7000
Email		Email	jstone@teleco-ilm.com
	State/Zip NC, 28480		State NC, 28403
	Fax		Fax (910) 791-7801

Quote Detail -- Hardware

Qty	Description	Hardware/ Applications	Software	One Time	Recurring
				Total	Total
	<u>HARDWARE</u>				
	StarBox Cloud Connection System				
9	Extension/Port License	49.95		449.55	
1	StarLite Cloud Connection Manager	499.00		499.00	
	Subtotal - StarBox Cloud Connection System			948.55	
	Voip Phones				
8	Polycom VVX 300 IP Phone with Star2Star Productivity Software	139.99	44.95	1,479.52	
	Subtotal - Voip Phones			1,479.52	
	Analog Adaptors				
1	Cisco SPA 232D Analog Adaptor (1 FXS Extension and 1 FXO Analog Trunk)	130.00		130.00	
	Subtotal - Analog Adaptors			130.00	
	Network and Power Backup Hardware				
1	Netgear GS110TP 8 Port 10/100/1000 Smart Switch, 8 PoE	219.00		219.00	
1	Netgear GS728TP Network Switch	485.00		485.00	
2	Tripp Lite OMNIVIS1000 UPS	165.00		330.00	
	Subtotal - Network and Power Backup Hardware			1,034.00	
	<u>TOTALS FOR HARDWARE</u>			<u>3,592.07</u>	

2.1.0.40b



Quote



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Address	207 South Lumina Drive				Address	5221 A Oleander Dr			
City	Wilmington	State/Zip	NC,	28480	City	Wilmington	State	NC,	28403
Phone	910-256-2471			Fax	Phone	(910) 791-7000	Fax	(910) 791-7801	
Email					Email	jstone@teleco-ilm.com			

2/11/2015

Quote Detail -- Software & Applications

Qty	Description	One Time Unit Price	Recurring Unit Price	One Time	Recurring
				Total	Total
	SOFTWARE & APPLICATIONS				
	Software & Applications				
8	User Application License		3.99		31.92
9	StarWatch Monitoring and Support		2.50		22.50
3	StarPath Bandwidth Voice Optimization Per Line		2.50		7.50
	Subtotal - Software & Applications				61.92
	<u>TOTAL FOR SOFTWARE & APPLICATIONS</u>				61.92

2.1.0.40b

2/11/2015

Quote Detail -- Voice & Data

Qty	Description	One Time Unit Price	Recurring Unit Price	One Time	Recurring
				Total	Total
	<u>VOICE & DATA</u>				
	Voice Plan				
3	Non-Pooling/Non-Bursting StarLine - Total LD Mins: 1,800		9.99		29.97
1	StarFax Classic		9.95		9.95
	Subtotal - Voice Plan				39.92
	Numbers				
1	Non-published local Numbers (DID/LI)		0.25		0.25
1	Published Local Numbers (ELS)		4.95		4.95
1	e911 Number (1 Required per Location)		2.99		2.99
	Subtotal - Numbers				8.19
	Call Routing				
2	Automated Attendant (Included with New Location)				
2	Ring Groups (Included with New Location)				
1	Call Queue (Included with New Location)				
	Subtotal - Call Routing				
	<u>TOTAL FOR VOICE & DATA</u>				<u>48.11</u>

~ End of Detail ~

2.1.0.40b

50% Hardware and Service Deposits Invoice

2.1.0.40b

Customer/ Location
St. Therese Church / 207 South Lumina Drive Wilmington, NC 28480

Order #	
Invoice #	DEP-2471
Date	5/4/2015



Item Description	Unit Price	Total Charge
Deposit for Recurring Services (2 Months)	220.06	220.06
Deposit for Upfront Hardware & Monthly Maintenance (2 Months)	5,177.24	5,177.24

	Subtotal	\$5,397.30
	Total due this invoice	\$5,397.30
Please remit to: Star2Star Communications, LLC 600 Tallevast Road, Suite 202 Sarasota, FL 34243 Thank you!	Service Deposit is due with Subscription Agreement and must be paid prior to equipment shipment.	

Installation, Configuration & Training Items

Customer/ Location
St. Therese Church / 207 South Lumina Drive Wilmington, NC 28480

Order #	
Invoice #	CSA-2471
Date	5/4/2015



Item Description	Unit Price	Total Charge
Installation, Configuration and Training	854.55	854.55

Subtotal	\$854.55
*Total due this invoice	\$854.55
*Customer is responsible for payment of any applicable local, state or federal taxes, fees and government imposed charges or surcharges.	
**Please remit to: Star2Star Communications, LLC ~ 600 Tallevast Road, Suite 202 ~ Sarasota, FL 34243	



PAYMENT AUTHORIZATION FORM

Company's Full Legal Name: _____ Contact Person: _____

Location: _____ Customer ID: _____

Email Address: (to receive invoices) _____

Please return completed Form to:

Star2Star Communications, LLC
600 Tallevast Road, Suite 202
Sarasota, FL 34243
Fax: 941-256-7413
Email: securepayment@star2star.com

THIS SECTION MUST BE COMPLETED

Initial Charge Amt. (If Applicable): \$ _____

Quoted Recurring Charge: \$ _____ *

Contract Term (# of months): _____

*subject to fluctuations due to taxes, fees, usage and change to service or products

Please complete Section I to authorize payment by credit or debit card.

Please complete Section II to authorize payment by ACH Transfer.

Please select a payment authorization type: (select only one box)

ALL CHARGES: ☐

1. All Monthly Subscription Invoices
2. All Recurring Services (including renewal of annual maintenance)
3. Deposits and final payment for the purchase of equipment, installation, and other one-time charges
4. Equipment or service add-on charges (where additional equipment or services are later added)
5. Service deposit, where required
6. If leasing, a deposit equal to two lease payments in advance plus \$100 lease documentation fee

NON-RECURRING CHARGES: ☐

1. Deposits and final payment for the purchase of equipment, installation, and other one-time charges
2. Equipment or service add-on charges (where additional equipment or services are later added)
3. Service deposit, where required
4. If leasing, a deposit equal to two lease payments in advance plus \$100 lease documentation fee

RECURRING CHARGES: ☐

1. All Monthly Subscription Invoices
2. All Recurring Services (including renewal of annual maintenance)

ONE-TIME USE: ☐

Payment Amount: \$ _____

Section I - Subscriber's Authorization for Payment by Credit or Debit Card

Card Type: Visa ☐ MasterCard ☐ American Express ☐ Discover ☐

Name as it appears on card: _____ Credit Card Number: _____

Billing Address: _____ Exp. Date (mm/yy): ____/____ Security Code: _____

I, the Cardholder or its authorized representative, approve and authorize Star2Star Communications, LLC to charge my credit card on a monthly basis the amount of all recurring charges plus any non-recurring charges (as defined above) incurred by products or services ordered, as evidenced by a Star2Star invoice. In addition, if necessary, I authorize Star2Star to initiate adjustments for any transactions debited or credited in error to the listed credit card. The permission granted by this approval shall be for the Approval Term stated above, including all automatic renewals, unless I cancel in writing to Star2Star. I understand that a cancellation without suitable alternate payment arrangement may interrupt the services provided by Star2Star.

Signature of Cardholder: _____ Date: _____

Name of Authorized Signer: _____ Title: _____

Section II - Subscriber's Authorization for Payment by ACH Transfer

Name of Financial Institution: _____ Account Number: _____

Financial Institution's Address: _____ Routing Number: _____

I hereby authorize Star2Star Communications, LLC to initiate entries to the above stated checking/savings account at the listed financial institution for payment of Star2Star Communications, LLC's initial and recurring monthly invoices, plus any non-recurring charges (as defined above) incurred by products or services ordered. In addition, if necessary, I authorize Star2Star to initiate adjustments for any transactions debited or credited in error to the listed checking/savings account. This authority shall remain in effect until Star2Star is notified by an authorized person in writing to cancel this authorization and after Star2Star, its financial institution, and the financial institution indicated above, have had reasonable opportunity to act on such instructions. I understand that a cancellation without suitable alternate payment arrangement may interrupt the services provided by Star2Star.

Signature of Account Holder: _____ Date: _____

Name of Authorized Signer: _____ Title: _____

STAR2STAR COMMUNICATIONS, LLC

COMMUNICATION SERVICES SUBSCRIPTION AGREEMENT

Subscriber (as defined in the Signature Block below) hereby accepts the foregoing Proposal and Quotation ("Quotation") for the Star2Star business communications solution ("StarSystem") and agrees to this Communication Services Subscription Agreement ("Subscription Agreement") with Star2Star Communications, LLC ("Star2Star") as of the Effective Date (as defined in the Signature Block).

SERVICE

Agreement Term.

Service (as defined below) is offered for a term (the "Term") which shall begin on the date the StarSystem is first installed at Subscriber's location ("Commencement Date") and end on the 3rd anniversary of the date the StarSystem is installed at Subscriber's location as indicated below. This Subscription Agreement will automatically renew for successive one-year terms unless cancelled in writing by Subscriber at least sixty (60) but not more than one hundred twenty (120) days prior to the end of the Term or any renewal Term.

StarSystem Components.

Star2Star shall provide the Subscriber with the StarSystem consisting of the components described in the StarSystem Components Table attached as Exhibit 1 ("StarSystem Components").

Subscriber Responsibilities.

Subscriber shall supply space, network equipment, network wiring, electrical power, and environmental conditions suitable for, and compatible with, Star2Star's provision of the Services at Subscriber's location.

Installation.

Professional installation of the StarSystem Components listed as "Installed" in the StarSystem components Table shall be performed at Subscriber's location by Star2Star or Star2Star's third-party trained installer ("Installer").

Additional Installation Charges.

Subscriber acknowledges that the Quotation provides an estimate of installation costs based on available information. Subscriber may incur additional charges if Subscriber's location requires work in addition to that contemplated as part of the Quotation, such as additional network jacks, line extensions, cable drops or repair or replacement of existing system components. Star2Star or its Installer will provide a written estimate for such additional work. Subscriber must approve the written estimate before work can proceed in accordance with the estimate. Star2Star will not be liable for any delays associated with additional work or with Subscriber approving costs for such work. If, after the installation of the StarSystem, Star2Star or its Installer is required to provide personnel to assist in addressing concerns that are not Star2Star related (such as debugging issues with the Subscriber's location, adding cable or network issues), this work will be done on an hourly basis at the then-prevailing rate charged by Star2Star, plus materials, travel and related costs.

Initial StarSystem Payment.

As provided in the Quotation, Star2Star requires a fifty percent (50%) system deposit upon signing of this Subscriber Agreement. Deposits for first and last month's recurring charges are to be paid prior to StarSystem activation. Balance of the "One-Time Charges" amount shown on the Quotation is due the earlier of (1) 30 days after the date hardware purchased from Star2Star is shipped or (2) on the date the StarSystem is installed at Subscriber's locations. Actual invoices may differ from the Quotation based upon review of Subscribers' requirements and actual equipment and/or Services provided. Subscriber's payment of the invoice shall be deemed Subscriber's acceptance of the invoice.

Monthly Products and Services Payment.

Star2Star will provide monthly recurring products and services which include Star2Star's enhanced communications services and software applications ("Services") as more fully described in the Terms and Conditions. Basic monthly charges for the Services are described in the "Monthly Service Fees Table" attached as Exhibit 2.

Recurring charges are invoiced monthly in advance for the Subscriber's location beginning on the Commencement Date. Star2Star will deliver monthly invoices in electronic format and requires payment by credit/debit card or by ACH transfer in order to avoid a monthly administrative charge.

Payment by credit/debit card or ACH requires Subscriber to execute, deliver and maintain the attached Star2Star Automated Payment Authorization Form. It is Subscriber's responsibility to notify Star2Star of any changes to the information provided on the Automated Payment Authorization Form. A new form may be requested by contacting SecurePayment@star2star.com. If Subscriber desires to receive monthly invoices from Star2Star by traditional mail and/or remit payment by check, Star2Star charges a single \$4.99 per month per location administrative fee for these options. If elected, or if Subscriber has not provided/maintained a valid Star2Star Automated Payment Authorization Form, the administrative fee will be automatically added to Subscriber's monthly invoice.

Subscriber agrees to notify Star2Star in writing within ninety (90) days after receiving an invoice of any charges appearing on the invoices that are disputed by Subscriber. If Subscriber fails to timely notify Star2Star of disputed charges such dispute will be deemed waived. Upon payment of any monthly invoice, Subscriber waives all rights to dispute any paid amounts.

Subscriber is required to pay all non-disputed amounts by the last day of the invoice period. Star2Star reserves the right to charge a late fee for payments received after the due date equal to the lesser of the maximum interest rate permitted by law or 1½ percent per month (18% per year). Star2Star charges a \$50.00 fee for each NSF check, ACH bounce back or credit card bounce back.

Monthly Products and Services.

Star2Star will provide monthly recurring products and services which include Star2Star's enhanced communications services and software applications as more fully described in the Terms and Conditions ("Services"). Basic monthly charges for the Services are described in the "Monthly Services Fees Table" attached as Exhibit 2. Details on basic monthly charges for Services not included in Exhibit 2 or that are subsequently added by Subscriber can be found in the Terms and Conditions.

Non-Pooling and Non-Bursting StarFlex Voice Lines.

Subscriber has subscribed to a minimum simultaneous call capacity of 3 “Non-Pooling Starflex Lines” voice service lines at the location designated in the Quotation for the Term of this Subscription Agreement. Each Non-Pooling Starflex Line includes 600 minutes of domestic long distance service.

Monthly Usage.

Monthly usage charges may include, but are not limited to, the Subscriber’s incoming toll-free call usage in excess of the number of pre-bought toll-free minutes, Subscriber’s minutes of international calling, Subscriber’s directory assistance calls, Subscriber’s StarFax Personal usage in excess of 100 pages per month per StarFax Personal License, call center recording overages, domestic long distance usage in excess of the number of included and pre-bought long distance minutes, all at the then current rates as defined in the Terms and Conditions. Monthly usage charges are invoiced monthly, in arrears. Details on usage charges and costs can be found in the Terms and Conditions. Subscriber shall have the right within thirty (30) days of the invoice date to increase the number of lines needed for use hereunder rather than pay the Line-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 lines.

Porting and Related Charges.

Subscriber will be charged a one-time number porting charge as numbers are ported. The first number ported is \$25.00, the next forty-nine (49) numbers are \$11.00 each and any additional numbers are \$7.00 each. Each toll-free number that is ported will incur a charge of \$25.00. Each new phone number added by Subscriber will be charged a one-time fee of \$5.00 in addition to any recurring charge associated with that number.

Star2Star reserves the right to invoice Subscriber for additional costs charged by other carriers that result from Subscriber’s actions, including but not limited to, rescheduling or canceling number porting. Details of these one-time costs are in the Terms and Conditions.

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 Subscription Agreement, such additions will be governed by this Subscription Agreement. Subscriber agrees to pay for such additions at Star2Star’s then-current rates and such charges shall be 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. Equipment exchanges within 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.

Subsequent Offerings.

Star2Star may from time to time offer new products, features or services that require Subscriber to accept a license agreement with Star2Star or an affiliate. Notice of any such license will be provided to Subscriber as part of Star2Star’s monthly invoicing or such other manner designed to provide notice to Subscriber. Subscriber’s end-users will have the option to “opt out” or disable those new products, features or services. If Subscriber’s end-users accept or use any new products, features or services, Subscriber agrees to abide by the terms of the license agreement for that product, feature or service and Star2Star shall invoice Subscriber for such products, features or services.

Taxes and Fees.

Subscriber agrees to pay all applicable federal, state, local and jurisdictional taxes, regulatory fees, surcharges and other permitted recovery charges (“Taxes and Fees”) applicable to the Services and StarSystem provided by Star2Star. Subscriber acknowledges that all Taxes and Fees are subject to change without notice during the Term of this Agreement. A more detailed description of the Taxes and Fees that may be applicable to Subscriber is contained in the Terms and Conditions.

Right to Act.

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

CPI Adjustment.

Upon each anniversary of the Commencement Date, Star2Star shall review the change in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics. If the CPI-U has increased by more than three percent (3%) since the Effective Date, then Star2Star may increase all Monthly Service Fees by the total change in the CPI-U. A more detailed description of how changes in the CPI may impact Subscriber can be found in the Terms and Conditions.

Subscriber's Right To Cancel.

Subscriber has the right to cancel this Subscription Agreement and to receive a refund of all amounts paid to Star2Star excluding shipping and installation charges. To cancel, Star2Star must receive written notice from Subscriber within thirty (30) days of the Commencement Date. In order to qualify for this refund, Subscriber's location must have passed the Bandwidth Test (as defined below) prior to installation of the StarSystem. If Subscriber has leased the StarSystem, Star2Star will reasonably cooperate with Subscriber and its lease financing company in the event of a cancellation, but Subscriber shall be solely responsible for satisfaction of its leasing terms. Equipment not covered by the lease and purchased directly from Star2Star will be refunded by Star2Star upon receipt of undamaged equipment, subject to the above terms. Also, all equipment provided by Star2Star pursuant to the Subscriber Agreement must be promptly returned to Star2Star and all returned equipment must be in new or like new condition for Subscriber to receive a refund.

Default.

Star2Star may immediately terminate its services, this Subscription Agreement and Related Documents (as defined below) without liability for such termination upon a breach of this Subscription 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 service for non-payment unless Subscriber fails to pay the past due undisputed amount within seven (7) days of notification by Star2Star.

Termination Charges.

Cancellation, termination or default by Subscriber of this Subscription Agreement prior to the end of the Term (except as provided above in the section above) will result in the immediate acceleration of all charges due and to be due under this Subscription Agreement (the "Termination Charges"). Termination Charges include prior outstanding balances (including any accrued interest charges), usage, recurring Service, recurring support, a disconnect fee of \$150, and all associated Taxes and Fees from the date of cancellation through the end of the existing Term, all of which will be immediately due and payable. Subscriber hereby authorizes Star2Star to charge/debit Subscriber's authorized payment account for all Termination Charges in the event this Subscription Agreement is cancelled or terminated by Subscriber or by Star2Star (as a result of a default by Subscriber) prior to the end of the existing Term. Subscriber agrees that the damages and losses Star2Star would incur from Subscriber's early cancellation, termination or default are difficult to ascertain at the time this Subscription Agreement is entered into, and the Termination Charges are a reasonable estimation of those damages and are agreed upon liquidated damages and are not a penalty.

MAINTENANCE AND SUPPORT

Description.

Star2Star provides a comprehensive maintenance and support program for Subscriber which includes, at no additional cost, software upgrades to core system infrastructure and StarSystem Components, the storage of Subscriber's StarSystem configurations and network reliability for voice services as detailed in the Terms and Conditions.

Covered Components.

Star2Star shall maintain and support the StarSystem Components listed as "Covered" on the StarSystem Components Table (the "Covered Equipment"). Star2Star's maintenance does not cover StarSystem Components listed as "Not Covered" in the StarSystem Components Table. Please refer to manufacturer's information for warranty details for any StarSystem Components that are Not Covered.

Technical Support.

Star2Star provides technical support, at no additional charge, to respond to and remediate problems associated with Covered Equipment, call quality or call completion problems. Problems may be reported via email at support@Star2Star.com, by dialing *2* (Star2Star as spelled out on your phone by dialing the * and 2 keys) or calling 941-234-0001 option 4.

Hardware Replacement.

Star2Star provides next business day replacement of defective or inoperative Covered Equipment. If identical Covered Equipment is no longer available, Star2Star will provide equipment of a functional equivalent of equal or greater value. Replacement orders will be sent out the same business day when ordered before 3:00 P.M. eastern time, for next business day delivery to destinations in the continental United States (Alaska, Hawaii and Canada may require additional time). Replacement orders received after 3:00 P.M. will be processed on the next business day. If Covered Equipment 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 Equipment is unconditional and includes Acts of God, in which case Star2Star shall be entitled to any insurance proceeds covering the lost or damaged Covered Equipment. The only exception to this coverage is intentional acts such as theft or cases of clear abuse or misuse. If faulty Covered Equipment is suspected, the Subscriber should contact its dealer, for immediate replacement from its stock (if available) or to authorize overnight replacement.

There is no additional charge to Subscriber for replacement or shipping of inoperative Covered Equipment, excepting on-site visit charges, at option of Subscriber, if the Covered Equipment must be replaced more than thirty (30) days from the date the StarSystem is installed at Subscriber's location. Replacement equipment will be shipped preconfigured and plug-and-go ready. Covered Equipment that is defective must be promptly returned to Star2Star by Subscriber. All return shipping charges are prepaid by Star2Star. Failure to return defective Covered Equipment within two (2) weeks will result in an equipment charge to Subscriber.

Customization.

Within thirty (30) days after installation, Star2Star or its Installer shall, in consultation with Subscriber, configure the software and Covered Equipment to provide customized feature settings. Any additional configuration changes, training or on-site visits made by Star2Star or its Installer after the thirty (30) day period shall be charged at prevailing rates.

Training.

Star2Star or its Installer will instruct Subscriber's users in the operation of the StarSystem at no additional charge within the first thirty (30) days after installation.

Connectivity Monitoring.

Star2Star monitors connectivity and Covered Equipment in use at all times and makes every effort to ensure uninterrupted quality service. However, in the event of a Service interruption, Star2Star shall take the following steps:

- a. Identify the cause of the interruption;
- b. Formally open a trouble ticket with a response guaranteed within 24 hours (usually much sooner); and
- c. Resolve the interruption as soon as possible if traceable to Star2Star operated equipment or services; or where the problem is traceable to non-Star2Star operated equipment, inform affected parties and intercede on Subscriber's behalf, where possible, to resolve the interruption.

BROADBAND AND BANDWIDTH**Connectivity.**

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.

Bandwidth Test.

Star2Star requires all Subscribers to run and pass an Internet bandwidth quality test ("Bandwidth Test") on the Internet circuit(s) intended for use with the StarSystem prior to the shipment of the StarSystem or, in the case of a new circuit, as soon as possible following installation of the circuit. Failure to complete the Bandwidth Test will void the Subscriber's Right to Cancel. If a Bandwidth Test fails, Subscriber must work with Star2Star and/or Subscriber's Internet service provider to correct the issues or install a new circuit that will pass the Bandwidth Test to retain the Right to Cancel.

StarBand Subscription.

Depending upon local availability, Subscriber may have the opportunity to purchase StarBand bandwidth together with Starpath Voice Optimization, StarWatch Systems Monitoring Management and 24x7x365 NOC support with or without security options; StarWall (managed firewall) and StarDefense (managed private network). If purchased, these services are subject to the terms of this Subscription Agreement and the Related Documents.

911 ACKNOWLEDGEMENT.

SUBSCRIBER ACKNOWLEDGES THAT STAR2STAR'S EQUIPMENT 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.

WARRANTIES AND LIABILITY LIMITATIONS**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 SERVICE OR STARSYSTEM WILL MEET THE SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICE 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.

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 SERVICE OR STARSYSTEM, THE INABILITY TO CONNECT TO 911 EMERGENCY RESPONDERS OR OTHERWISE RELATING TO STAR2STAR'S OBLIGATIONS UNDER THIS SUBSCRIPTION AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY INCLUDES, WITHOUT LIMITATION, THE COST OF PROCURING SUBSTITUTE OR REPLACEMENT SERVICES OR EQUIPMENT, 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.

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 SUBSCRIPTION AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL MONTHLY SERVICE FEES STAR2STAR HAS RECEIVED FROM SUBSCRIBER IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SUBSCRIBER'S REMEDIES UNDER THIS SUBSCRIPTION AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

MISCELLANEOUS

Included Documents.

The "Subscription Agreement" includes the following documents, each of which are incorporated herein by reference and made a part of this Subscription Agreement, collectively referred to as the "Related Documents":

- the Terms and Conditions ("Terms and Conditions") found at <http://star2star.com/termsandconditions.html>;
- the Limitations of Emergency 911 Services ("911 Limitations") found at <http://star2star.com/911.html>;
- the Software License Agreement ("Software License") found at <http://star2star.com/softwarelicense.html>.

In the event of any inconsistent or conflicting terms the order of precedence shall be the Terms and Conditions, this Subscription Agreement, including without limitation any add-on orders, the 911 Limitations, and the Software License. Capitalized terms not defined in this Subscription Agreement shall have the meaning as defined in the Related Documents. Separate terms and conditions may apply to the purchases from a Star2Star dealer.

No Reliance.

Statements or descriptions concerning the Service or StarSystem, if any, by Star2Star or its employees, resellers, dealers or installers are informational only and do not modify, supplement, amend or otherwise change this Subscription Agreement. Star2Star has not authorized anyone, including but not limited to, its employees, resellers, dealers and installers, to make representations or warranties of any kind. By signing this Subscription Agreement, Subscriber acknowledges that it has not relied on any such statements.

Remedies Cumulative.

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

Modifications.

Except as expressly provided herein, this Subscription Agreement may not be modified or changed except in writing signed by both Subscriber and Star2Star. Handwritten changes to this Subscriber Agreement or the Related Documents shall not be binding on Star2Star. The terms of any purchase order or other document submitted to Star2Star for the purchase of the StarSystem shall not modify or change the terms of this Subscription Agreement and shall not be binding on Star2Star. The Related Documents are subject to change without notice by Star2Star, and shall become binding upon Subscriber when posted to the respective web addresses for those documents.

Collection Costs.

Subscriber shall pay all costs and expenses incurred by Star2Star (including reasonable attorney fees) in the event of default by Subscriber under this Subscription Agreement or any of the Related Documents, including those related to collecting the Termination Charges.

Assignment.

Subscriber may not assign any rights under this Subscription Agreement or any of the Related Documents without the written consent of Star2Star. If Star2Star does consent to an assignment, Star2Star charges a \$250.00 administrative fee. Star2Star may assign this Subscription 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 Subscription Agreement shall be binding upon the heirs, successors and permitted assigns of the Parties and inure to their benefit.

Choice of Law.

Florida law governs this Agreement without regard to principles of conflicts of law.

Representations of Subscriber.

Subscriber represents that: (1) the individual signing on behalf of Subscriber has all necessary power and authority to enter into this Subscription Agreement and to cause the Subscriber to carry out its obligations; (2) this Subscription Agreement constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms; and (3) Subscriber has executed this Agreement, inclusive of the Related Documents, on the Effective Date.

BY EXECUTING THIS SUBSCRIPTION AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS OF THE SUBSCRIBER AGREEMENT, INCLUDING THE RELATED DOCUMENTS INCORPORATED BY REFERENCE.

SIGNATURE BLOCK

Provide any other name under which Subscriber does business (DBA) or other fictitious business name used by Subscriber:

"SUBSCRIBER": _____
(Insert Subscriber's full LEGAL name including "Inc.," "Corp.," "Company," "LLC," etc.)

By: _____

Printed Name: _____

Title: _____

Today's Date: _____, 201__ the "Effective Date"

EXHIBIT 1
STARSYSTEM COMPONENTS

[illegible]

EXHIBIT 2
MONTHLY SERVICE FEES

Quantity	Description	Unit Price	Monthly Total
8	User Application License	3.99	31.92
9	StarWatch Monitoring and Support	2.50	22.50
3	StarPath Bandwidth Voice Optimization Per Line	2.50	7.50
3	Non-Pooling/Non-Bursting StarLine - Total LD Mins:	9.99	29.97
1	StarFax Classic	9.95	9.95
1	Non-published local Numbers (DID/LI)	0.25	0.25
1	Published Local Numbers (ELS)	4.95	4.95
1	e911 Number (1 Required per Location)	2.99	2.99
2	Automated Attendant (Included with New Location)	0.00	0.00
2	Ring Groups (Included with New Location)	0.00	0.00
1	Call Queue (Included with New Location)	0.00	0.00

