

City of North Royalton -- City Hall

Multi-Site Quote Presented On

Friday, July 25, 2014

By

Digital Integrated Systems





Star2Star
COMMUNICATIONS

Quote

7/20/2014



Star2Star
COMMUNICATIONS
Authorized Reseller

Phone System Proposal and Quotation

| | | | |
|-------------------------|---------------------------|------------------|--|
| Date | 7/25/2014 | Quoted by | Digital Integrated Systems |
| Company | City of North Royalton | Web Site | www.discalcomputers.com |
| Business Contact | Tom Jordan | Sales Rep | Robert Najjar |
| Address | | Address | 3046 Brecksville Road |
| City | North Royalton | City | Richfield |
| Phone | 440-582-3000 | Phone | 330-523-7202 |
| Email | TJordan@northroyalton.org | Email | rnajjar@discalcomputers.com |
| | State/Zip OH, 44286 | | State OH, 44286 |
| | | | Fax |

7/26/2014

PROPOSAL SUMMARY

| | One Time | Recurring |
|---|-------------------|-----------------|
| HARDWARE | | |
| StarBox Cloud Connection System | 13,282.65 | 0.00 |
| Star2Star Enhancement Software | 999.00 | 0.00 |
| VoiP Phones | 23,173.70 | 0.00 |
| Analog Adaptors | 855.00 | 0.00 |
| TOTALS FOR HARDWARE | 38,310.35 | 0.00 |
| SOFTWARE & APPLICATIONS | | |
| Software & Applications | 0.00 | 301.84 |
| TOTAL FOR SOFTWARE & APPLICATIONS | 0.00 | 301.84 |
| VOICE & DATA | | |
| Voice Plan | 0.00 | 402.27 |
| Numbers | 0.00 | 60.78 |
| Call Routing | 0.00 | 49.95 |
| TOTAL FOR VOICE & DATA | 0.00 | 513.00 |
| SHIPPING, PROVISIONING, MAINTENANCE | | |
| Total Shipping | 892.50 | 0.00 |
| Provisioning & System Setup(s) | 4,530.00 | 0.00 |
| Monthly Maintenance | 0.00 | 603.44 |
| TOTAL SHIPPING, PROVISIONING, MAINTENANCE | 5,422.50 | 603.44 |
| SubTotal System Cost | 43,732.85 | 1,418.28 |
| <i>Polycom Phone Rebate(s)</i> | <i>(1,685.00)</i> | |
| Total System Cost after Rebates | 42,047.85 | 1,418.28 |
| <i>Reseller Installation, Configuration and Training</i> | <i>7,718.65</i> | |
| Total System Cost After Rebates and Installation | 49,766.50 | 1,418.28 |
| If Purchased: | | |
| <i>System Deposit (50% of Total System Cost due with contract)</i> | <i>21,866.43</i> | |
| <i>Service and Maintenance Deposit (First and Last Month due prior to activation)</i> | <i>2,836.56</i> | |
| <i>System Balance (due the earlier of 30 days from shipping or system activation)</i> | <i>21,866.43</i> | |
| <i>Reseller Installation, Configuration and Training</i> | <i>7,718.65</i> | |
| <i>Manufacturer Rebates Rebates End 03/31/14</i> | <i>(1,685.00)</i> | |
| If Leased: | | |
| <i>Estimated First and Last Lease Deposits (paid to leasing company with lease agreement)</i> | <i>2,253.58</i> | |
| <i>Service and Maintenance Deposit (due prior to activation)</i> | <i>2,836.56</i> | |
| <i>Estimated Monthly Lease Payment</i> | | <i>1,126.79</i> |

onetime charges are shown on DIS proposal and are specifically deleted herein

Accepted By: _____ Title: _____ Date: _____

Quote valid through 08/24/2014. 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 the date the StarSystem is Enabled and Activate at each of Subscriber's location.

Quote valid for signature through 08/24/2014.

Paper bill and/or payments by check are available for an additional \$4.99 monthly administration fee per location.

Rebate Form and Terms can be found at <http://star2star.com/manufacture-rebates.html>.

Proposed Lease Payment based on 60 Month Lease: \$1,126.79 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 comps will require a deposit equal to the first and last payment.



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| City | North Royalton | City | Richfield |
| State/Zip | OH, 44286 | State | OH, 44286 |
| Phone | 440-582-3000 | Phone | 330-523-7202 |
| Fax | | Fax | |
| Email | Tjordan@northroyalton.org | Email | rnajjar@discocomputers.com |

Quote Detail -- Hardware

| Qty | Description | Hardware/ Applications | Software | One Time | Recurring |
|-----------------------------------|---|---------------------------|----------|----------------------|-----------|
| | | | | Total | Total |
| <u>HARDWARE</u> | | | | | |
| | StarBox Cloud Connection Manager | | | | |
| 127 | Extension/Port License | 49.95 | | 6,343.65 | |
| 6 | StarLite CR Cloud Connection Manager | 824.00 | | 4,944.00 | |
| 1 | StarBox 2250CR Cloud Connection Manager | 1,995.00 | | 1,995.00 | |
| | Subtotal - StarBox Cloud Connection Manager | | | 13,282.65 | |
| Star2Star Enhancement Software | | | | | |
| 1 | Advanced Call Center Lite Base License (One time fee) | 999.00 | | 999.00 | |
| | Subtotal - Star2Star Enhancement Software | | | 999.00 | |
| Voip Phones | | | | | |
| 94 | Polycom VVX 310 IP Phone with Star2Star Productivity Software | 169.99 | 44.95 | 20,204.36 | |
| 11 | Polycom VVX 410 IP Phone with Star2Star productivity software | 224.99 | 44.95 | 2,969.34 | |
| | Subtotal - Voip Phones | | | 23,173.70 | |
| Analog Adaptors | | | | | |
| 3 | Cisco SPA112 ATA 2 Port Fax/ Analog Telephone device | 65.00 | | 195.00 | |
| 4 | 4 Port Analog Adaptor - Analog Phones | 165.00 | | 660.00 | |
| | Subtotal - Analog Adaptors | | | 855.00 | |
| <u>TOTALS FOR HARDWARE</u> | | | | 38,310.35 | |

2.1.0.34 2014



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| Email | Tjordan@northroyalton.org | Email | rnajjar@disccomputers.com |

2/26/2014

Quote Detail -- Software & Applications

| Qty | Description | One Time Unit Price | Recurring Unit Price | One Time | Recurring |
|------------------------------------|--|---------------------|----------------------|----------|---------------|
| | | | | Total | Total |
| SOFTWARE & APPLICATIONS | | | | | |
| | Software & Applications | | | | |
| 11 | User Application License | | 3.99 | | 43.89 |
| 11 | StarChat (One Included with Each User Application License, .49/mo intro rate, 1.99/mo MSRP, free through 6/30/14) | | | | |
| 11 | StarVideo (One Included with Each User Application License, 9.99/mo intro rate, 24.99/mo MSRP, free through 6/30/14) | | | | |
| 127 | StarWatch Monitoring and Support | | 2.50 | | 317.50 |
| 127 | Volume Discount for Starwatch/StarRecovery | | -1.00 | | -127.00 |
| 23 | StarPath Bandwidth Voice Optimization Per Line | | 2.50 | | 57.50 |
| 1 | Advanced Call Center Lite Agent License | | 9.95 | | 9.95 |
| | Subtotal - Software & Applications | | | | 301.84 |
| | TOTAL FOR SOFTWARE & APPLICATIONS | | | | 301.84 |

2.1.0.34 2014

2/26/2014

Quote Detail -- Voice & Data

| Qty | Description | One Time Unit Price | Recurring Unit Price | One Time | Recurring |
|-------------------------|---|---------------------|----------------------|----------|---------------|
| | | | | Total | Total |
| VOICE & DATA | | | | | |
| | Voice Plan | | | | |
| 23 | Pooling/Bursting Starline - Total LD Mins: 13,800 | | 17.49 | | 402.27 |
| | Subtotal - Voice Plan | | | | 402.27 |
| | Numbers | | | | |
| 100 | Non-published Local Numbers (DID/LI) | | 0.25 | | 25.00 |
| 1 | Published Local Numbers (ELS) | | 4.95 | | 4.95 |
| 7 | e911 Number (1 Required per Location) | | 2.99 | | 20.93 |
| 2 | Remote Extension Service | | 4.95 | | 9.90 |
| | Subtotal - Numbers | | | | 60.78 |
| | Call Routing | | | | |
| 1 | Unlimited Call Routing | | 49.95 | | 49.95 |
| 14 | Automated Attendant (Included with New Location) | | | | |
| 14 | Ring Groups (Included with New Location) | | | | |
| 7 | Call Queue (Included with New Location) | | | | |
| | Subtotal - Call Routing | | | | 49.95 |
| | TOTAL FOR VOICE & DATA | | | | 513.00 |

*** End of Detail ***

2.1.0.34 2014

50% Hardware and Service Deposits Invoice

2.1.0.34 2014

| Customer/ Location |
|------------------------------------|
| City of North Royalton / City Hall |
| North Royalton, OH 44286 |

| | |
|-----------|-----------|
| Order # | |
| Invoice # | DEP-3000 |
| Date | 7/25/2014 |



| Item Description | Unit Price | Total Charge |
|---|------------|--------------|
| Deposit for Recurring Services (2 Months) | 1,629.68 | 1,629.68 |
| Deposit for Upfront Hardware & Monthly Maintenance (2 Months) | 23,073.31 | 23,073.31 |

| | | |
|--|--|--------------------|
| | Subtotal | \$24,702.99 |
| Total due this invoice | | \$24,702.99 |
| 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. | |

D.I.S.
 3046 Brecksville Rd
 Suite E1
 Richfield, Ohio 44286

Please be advised that the balance of the equipment for each location will be billed separately. You should expect to receive 7 invoices.

Robert Mizzi

Please See Proposal Submitted
 by D.I.S. (page 13)

Installation, Configuration & Training Items

| |
|------------------------------------|
| Customer/ Location |
| City of North Royalton / City Hall |
| North Royalton, OH 44286 |

| | |
|-----------|-----------|
| Order # | |
| Invoice # | CSA-3000 |
| Date | 7/25/2014 |



| Item Description | Unit Price | Total Charge |
|--|------------|--------------|
| Installation, Configuration and Training | 7,718.65 | 7,718.65 |

| | | |
|--|----------|-------------------|
| | Subtotal | \$7,718.65 |
| *Total due this invoice | | \$7,718.65 |
| *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 RN | | |

Payable to
 D.I.S.
 3046 Brecksville Rd
 Unit E1
 Richfield Oh 44286

STAR2STAR COMMUNICATIONS, LLC

COMMUNICATION SERVICES SUBSCRIPTION AGREEMENT

_____ ("Subscriber") 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 _____, 201__ (the "Effective Date").

Agreement Term.

The "Term" of this Subscription Agreement shall begin on the date the StarSystem is first installed at any of Subscriber's locations ("Commencement Date") and end on the 5th anniversary of the date the StarSystem is installed at Subscriber's last location. This Subscription Agreement will automatically renew for successive one-year terms unless cancelled in writing at least sixty (60) but not more than one hundred twenty (120) days prior to the end of the Term or any renewal Term.

Incorporated Agreements.

This Subscription Agreement is comprised of:

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

the Support Agreement ("Support Agreement") found below, each of which are incorporated by reference into and made a part of this Subscription Agreement (collectively the "Related Documents"). Capitalized terms not defined in this Subscription Agreement shall have the meaning as defined in the Related Documents.

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").

StarSystem Payment.

Full payment of the amount shown on the "Total" line of the "Total One Time" column of the Quotation for each location, plus any additional hardware or Services (as defined below) subsequently added by Subscriber is due the earlier of Net 30 days from shipment or on the date the StarSystem is Enabled and Available for Use at each of Subscriber's locations.

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 installation and shipping charges. To cancel, Subscriber must give written notice to Star2Star within thirty (30) days of the Commencement Date. In order to qualify for this refund, Subscriber must have passed the Bandwidth Test, as defined in the Support Agreement, prior to installation of the StarSystem. If Subscriber has leased equipment, Star2Star will reasonably cooperate with Subscriber and its lease financing company in the event of a cancellation but Subscriber shall be responsible for satisfaction of its leasing terms. Equipment not covered by the lease will be directly refunded by Star2Star. Also, all equipment provided by Star2Star during the 30-day period must be promptly returned to Star2Star and all returned equipment must be in new or like new condition.

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.

Pooling and Bursting StarFlex Voice Lines.

Subscriber has subscribed to a minimum simultaneous call capacity of 23 "Pooling StarFlex Lines" voice service lines, pooled across all of the Subscriber's locations for the Term of this Subscription Agreement. Each Pooling Starflex Line includes 600 minutes of domestic long distance service. Details on the terms of use for Pooling Starflex Lines can be found in the Terms and Conditions.

Monthly Usage.

Monthly usage charges include the Subscriber's incoming toll-free call usage in excess of the number of pre-bought toll-free minutes subscribed to, 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, a Line-Burst charges all at the then current rates as defined in the Terms and Conditions. Burst charge occurs if Subscriber makes or receives simultaneous outside calls in excess of the number of simultaneous voice service lines subscribed to in this Subscription Agreement. Burst calculation excludes any internal calls between the Subscriber's Star2Star extensions. Monthly usage charges are invoiced monthly, in arrears. Details on usage charges and costs can be found in the Terms and Conditions.

Additional Products and Services.

If Subscriber requests and receives additional hardware, software, licenses, and/or Services after the Effective Date which are not included in this Subscription Agreement, Subscriber agrees to pay for those additions or changes at Star2Star's standard pricing policy as defined in the Terms and Conditions. Additional hardware, software, licenses, and/or Services shall automatically become part of this Subscription Agreement and subject to all of its terms. Equipment exchanges within 30 days of installation may be allowed, at Star2Star's discretion, less a 15% restocking fee and any additional installation costs.

Monthly Invoicing.

Star2Star will deliver monthly invoices in electronic format and requires payment by credit/debit card or by ACH transfer. Star2Star requires that every Subscriber execute, deliver and maintain the attached Star2Star Recurring Payment Authorization Form. If Subscriber's information on the original form changes, a new form will be emailed to Subscriber by contacting SecurePayment@star2star.com. If Subscriber desires to receive monthly invoices from Star2Star by traditional mail or remit payment by check, instead of credit/debit card or ACH transfer, Star2Star charges a \$4.99 per month administrative services fee for either or both of these options. If elected, or if Subscriber has not provided/maintained a valid Star2Star Recurring Payment Authorization Form, the appropriate amount will be automatically added to Subscriber's monthly invoice.

Invoice payments are due by the date stated on the invoice. Star2Star reserves the right to charge a late fee equal to the lesser of the maximum permitted by law or 1½ percent per month (18% per year) for payments received after the due date. Star2Star requires a deposit of the first and last months recurring charges to be paid prior to installation. Recurring Service and StarSystem charges are invoiced monthly in advance beginning on the date of installation at the Subscriber's location.

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.

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.

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 recurring 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 and permitted recovery charges ("Taxes and Fees") associated with the Services and StarSystem provided by Star2Star. Star2Star will invoice for Taxes and Fees when due. 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 and 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 recurring charges by the total change in the CPI-U. See the Terms and Conditions for more information about how changes in the CPI may impact Subscriber.

Termination Charges.

Cancellation or termination by Subscriber of this Subscription Agreement prior to the end of the Term (except as provided) 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 maintenance, a disconnect fee of \$150 per location, 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 Subscriber cancels this Subscription Agreement prior to the end of the existing Term.

911 Acknowledgment.

911 emergency service accessed through the use of the Services differs significantly from traditional 911 or enhanced 911 (E911) service. 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.htm>. 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.

No Reliance.

Statements or descriptions concerning the Service or StarSystem, if any, by Star2Star or its employees, resellers 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 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.

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 SPECIFICALLY PROVIDED BY THE STAR2STAR SUPPORT AGREEMENT.

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, whether or not Star2Star had or should have had any knowledge, actual or constructive, that such damages might be incurred.

Limitation on Liability.

Under no circumstances shall the total liability of Star2Star to Subscriber arising out of or in any way related to this Subscription Agreement exceed the total amount Star2Star has received from Subscriber. The foregoing limitations shall apply even if Subscriber's remedies under this Subscription Agreement fail of their essential purpose.

Modifications.

Subscriber represents to Star2Star that Subscriber has reviewed such Terms and Conditions, the Software License and the Limitations of Emergency 911 Services, fully understands them and agrees to be bound by those documents. The Terms and Conditions, the Software License and the Limitations of Emergency 911 Services are subject to change without notice and shall become binding upon Subscriber when posted to their respective web addresses.

Internet Connection.

Except in cases where Star2Star provides the bandwidth, Subscriber acknowledges and agrees that Subscriber is solely responsible for obtaining its own broadband connection to the internet (T1, DSL, fiber-optic, WiMax or cable) of such sufficient quality and bandwidth capacity to support the Services.

Authority of Subscriber.

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. This Subscription Agreement constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms.

Default.

Star2star may immediately terminate this Subscription Agreement (and Related Documents) without liability for such termination upon an Event of Default by Subscriber. Events of Default include, without limitation, 1) the failure of Subscriber to make required payments when due, 2) a breach

of this Subscription Agreement or any of the Related Documents or 3) Subscriber's filing for protection from creditors in any court of competent jurisdiction.

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.

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. Star2Star may assign this Subscription Agreement or any of the Related Documents at any time without notice. Such assignment 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 enure to their benefit.

Signature.

Subscriber acknowledges the foregoing and understands that this document forms a legal, binding contract with Star2Star. Subscriber has executed this Agreement, inclusive of the Related Documents, on the Effective Date.

Subscriber's Legal Company Name: _____

By: _____

Printed Name: _____

Title: _____

SUPPORT AGREEMENT

Part of Subscription Agreement.

This Support Agreement is part of the Subscription Agreement and is also subject to the Terms and Conditions. In the event of a conflict between this Support Agreement and the Subscription Agreement, the terms of the Subscription Agreement shall control in each instance. Terms not defined in this Support Agreement shall have the meaning defined in the Subscription Agreement or the Related Documents.

Term.

The Term of this Support Agreement shall be the same as that of the Subscription Agreement.

Subscriber Responsibilities.

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

Installation.

Professional installation of the StarSystem Components listed as "Installed" in the StarSystem components Table shall be performed at Subscriber's location(s) by Star2Star or a third party Installer. Subscriber agrees to pay the Phone System and Service Installation fees shown in the Quotation as well as any additional charges as described below.

Additional Installation Charges.

Subscriber may incur additional charges if Subscriber's location(s) 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 Star2Star's authorized 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 install work required, or with Subscriber approving costs for such work. If, after the installation of the StarSystem, Star2Star or its third party 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 bandwidth issues), this work will be done on an hourly basis at the then prevailing rate charged by Star2Star, plus materials, travel and related costs.

Bandwidth Test.

Star2Star requires all Subscribers to run and pass an internet bandwidth Star Net Analyzer (SNA) quality test ("Bandwidth Test") on the internet circuit(s) intended for call transmission prior

to the shipment of the StarSystem or, in the case of a new circuit, as soon as possible following installation. Failure to properly run the Bandwidth Test (scaled for the number of lines that will be installed) will void the Subscriber's rights to cancel the Subscription Agreement as described in the Agreement. If a Bandwidth Test fails, Subscriber must work with Star2Star and 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 the Subscription as described in the Agreement.

Maintenance.

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.

Description of Maintenance and Support.

This Support Agreement includes a comprehensive program which includes, at no additional cost, software upgrades to core system infrastructure and StarSystem Components, and the storage of Subscriber's system configurations. This program acts as a safety net to assure every Subscriber "Business as Usual," even in times of natural disaster or man-made service disruptions. Maintenance and support includes the following:

- Full level 1 and level 2 technical support;
- Cost free hardware replacement on all Covered Equipment, plug-and-go ready, delivered the next business day, as further described in this Support Agreement;
- Software upgrade provision, at no cost;
- Redundant Operating Environment, in the Data Center, 24 /7, 365 days a year; and
- Guaranteed system uptime as defined in the Terms and Conditions.

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 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.

Immediate Overnight Replacement Guarantee.

Star2Star shall provide immediate overnight replacement of defective or inoperative Covered Equipment. If the Covered Equipment is no longer available, Star2Star will provide equipment of a functional equivalent of equal or greater value. "Immediate Overnight" means that orders will be sent out the same business day when ordered before 4:00 P.M. eastern time, for next business day delivery to destinations in the continental United States (Alaska, Hawaii and Canada may require additional time).

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 is in the case of clear abuse or misuse. If a Subscriber suspects faulty Covered Equipment, they should contact their reseller who is authorized to provide immediate replacement from stock or authorize overnight replacement.

There is no additional charge to Subscriber for replacement or shipping of Covered Equipment, excepting on-site visit charges, at option of Subscriber, if the Covered Equipment must be replaced after thirty (30) days from the date the StarSystem is installed at Subscriber's location(s). Covered Equipment will be shipped preconfigured and plug-and-go ready. Covered Equipment that is defective must be returned by Subscriber using packing materials provided by Star2Star. 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.

Training.

Star2Star or a third party Installer will train Subscriber's users in the operation of the StarSystem at no additional charge.

Moves, Additions and Changes.

Within thirty (30) days after installation or if a multi-site location, after the installation at each location, Star2Star or its authorized agent 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 authorized agent after the thirty (30) day period shall be charged at prevailing rates.

Level 1 and Level 2 Technical Support.

Star2Star provides Subscriber support at no additional charge to respond to and remediate failure

of any Covered Equipment, call quality or call completion problems. To report a problem dial *2* (Star2Star as spelled out on your phone by dialing the * and 2 keys) or 941-234-0001 option 4 or via email at support@Star2Star.com.

Initials of Subscriber: _____

EXHIBIT 2
MONTHLY SERVICE FEES

| Quantity | Description | Unit Price | Monthly Total |
|----------|--|------------|---------------|
| 11 | User Application License | 3.99 | 43.89 |
| 11 | StarChat (One Included with Each User Application License, .49/mo intro rate, 1.99/mo MSRP, free through 6/30/14) | 0.00 | 0.00 |
| 11 | StarVideo (One Included with Each User Application License, 9.99/mo intro rate, 24.99/mo MSRP, free through 6/30/14) | 0.00 | 0.00 |
| 127 | StarWatch Monitoring and Support | 2.50 | 317.50 |
| 127 | Volume Discount for Starwatch/StarRecovery | (1.00) | (127.00) |
| 23 | StarPath Bandwidth Voice Optimization Per Line | 2.50 | 57.50 |
| 1 | Advanced Call Center Lite Agent License | 9.95 | 9.95 |
| 23 | Pooling/Bursting Starline - Total LD Mins: | 17.49 | 402.27 |
| 100 | Non-published local Numbers (DID/LI) | 0.25 | 25.00 |
| 1 | Published Local Numbers (ELS) | 4.95 | 4.95 |
| 7 | e911 Number (1 Required per Location) | 2.99 | 20.93 |
| 2 | Remote Extension Service | 4.95 | 9.90 |
| 1 | Unlimited Call Routing | | |