



These General Terms and Conditions constitute the agreement ("Agreement") between Allstar Technologies ("we," or "us") and the user ("you," "user" or "Customer") of Allstar Technologies business services and any related products or services ("Service").

1. Allstar Technologies shall not be responsible to Customer for loss of use of the Supported Systems, the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Supported Systems or the Network other than by an authorized representative of Allstar Technologies.
2. Allstar Technologies shall be obligated to provide service only at the Network locations defined in the Statement of Work. If Customer desires to relocate, add or remove locations, Customer shall give appropriate notice to Allstar Technologies of its intention to relocate 60 days in advance. Allstar Technologies reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by Customer. Such right includes the right to refuse service to the Network at the relocation and/or any new site.
3. Customer shall provide adequate workspace, heat, light, ventilation, electric current and outlets, grounding, internet connectivity, and remote access, for use by Allstar Technologies' representatives.
4. Customer agrees that it will inform Allstar Technologies of any modification, installation, or service performed on the Supported Systems or the Network by individuals not employed by Allstar Technologies in order to assist Allstar Technologies in providing an efficient and effective support response.
5. Any hardware and/or software product proving to be unreliable and problematic may need to be replaced if it is to be supported by the Maintenance Plan. Allstar Technologies will review unreliable and problematic machines within the Network as needed.
6. In order to begin the Maintenance Plan service, Allstar Technologies will audit the Supported Systems and the Network and populate our Maintenance Plan database with information on the components of your technology infrastructure, including user name and machine details and relevant historical information. As a result, every call and/or service provided can be tracked against the component and user serviced.
7. Allstar Technologies reserves the right to bill for labor incurred during a system or network recovery if circumstances surrounding the customer's system or network failure meet the following codifications in whole or in part:
 - 7.1. Environmental failure events that render hardware unusable.
 - 7.2. Force Majeure events beyond Allstar Technologies reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, war, and national emergency.
 - 7.3. Any act or omission on the part of any third party other than Allstar Technologies.
8. Title to any equipment and hardware will pass to Customer upon acceptance of such equipment and hardware. All risk of loss will remain with Allstar Technologies until title to the equipment and hardware passes to Customer. Allstar Technologies will retain title to all replacement parts and equipment provided by it until such are purchased, incorporated or installed into the equipment and hardware, as applicable, at which time title will pass to Customer. Allstar Technologies will retain title to all tools and all diagnostic, computer program media it uses.

Limited Warranty; Warranty Claims

9. For the warranty periods set forth in Warranty Coverage section above, Allstar Technologies warrants that the equipment, hardware and software will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such equipment, hardware and software, and that the services performed by Allstar Technologies will achieve the specifications described in the Maintenance Plan. Allstar Technologies extends the warranties only to Customer. This limited warranty does not extend to Customer's successors and assigns and is non-transferrable and non-assignable. Allstar Technologies shall have no obligations under this limited warranty unless and until Allstar Technologies receives payment in full for the applicable equipment, hardware and services.

10. Warranty claims must be made in writing to Allstar Technologies and Customer must give Allstar Technologies a reasonable opportunity to inspect the purported defect. If equipment, hardware or services fail to conform to the applicable warranty given herein, and if Customer has made a timely claim pursuant these Terms and Conditions, then Allstar Technologies will honor the claim in the following matter: (i) repairing the non-conforming equipment, hardware and services, (ii) replacing the non-conforming equipment, hardware and services, (iii) issuing a return authorization and credit for the purchase price of the non-conforming equipment, hardware and services, or (iv) adjusting the purchase price of the non-conforming equipment, hardware and services. Such remedies shall represent and constitute the sole and exclusive remedy available to Customer for a breach of warranty (or other breach of contract) claim, tort claim (including negligence or strict liability), or any other claim with respect to the goods and services. The remedy shall be determined by Allstar Technologies in its sole and absolute discretion.

Disclaimer of Warranties

11. Except as otherwise expressly provided in this Agreement, Allstar Technologies makes and Customer receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall Allstar Technologies or any of its Directors, Employees, Agents, or Other Representatives be responsible or liable for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

12. Customer shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Supported Systems and the Network is to function.

Limitation of Liability

13. Unless directly caused by the willful misconduct of Allstar Technologies, Allstar Technologies shall not be liable to Customer, its employees, agents, or any third party for injury to persons or property, losses (including any loss of business), damages, claims or expenses of any kind caused directly or indirectly by the equipment, use or loss of use of the equipment or any interruption of service. In no event shall Allstar Technologies or its vendors be liable for losses, damages, claims, or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency numbers or services.

14. THE LIABILITY OF ALLSTAR TECHNOLOGIES ARISING OUT THE SUPPLYING OR SELLING OF THE EQUIPMENT, HARDWARE AND SERVICES, OR THEIR USE BY CUSTOMER, AND WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, HARDWARE AND SERVICES. THE REMEDIES FOR CLAIMS SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE LIABILITY OF ALLSTAR TECHNOLOGIES WHETHER THE CLAIMS OF CUSTOMER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL ALLSTAR TECHNOLOGIES BE LIABLE TO CUSTOMER FOR ANY **SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, PROPERTY DAMAGE, LOSS OF USE OR OTHERWISE.

Mutual Indemnification

15. Each party to this Agreement shall defend, indemnify and hold harmless the other party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying party, its employees and authorized agents while on the other Party's premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein.

16. Notice and Defense: The party seeking indemnification shall: (a) provide the other party with prompt written notice of the claim; (b) allow the indemnifying party to control the defense and settlement of the claim, provided, however, that the indemnifying party shall not agree to any injunctive relief or settlement that obligates the indemnified party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying party. Commitment

Termination

17. Allstar Technologies and/or Customer shall have the right to terminate this Agreement upon 30 days prior written notice.
18. In the event Customer terminates this Agreement for any reason other than a breach of the terms herein, Customer shall forfeit any monies extended in advance of the month or part thereof.

Non-Solicitation and Independent Contractor Status

19. Customer acknowledges that Allstar Technologies has a substantial investment in its employees that provide the Maintenance Services to Customer under this Agreement and that such employees are subject to Allstar Technologies' control and supervision. In consideration of this investment, Customer agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving Allstar Technologies' prior written consent.
20. If any employee terminates his or her employment with Allstar Technologies (regardless of the reason for termination), and is employed by Customer (or any affiliate or subsidiary of Customer) in any capacity either during the term of this Agreement or within a 2 year period following termination of the Agreement, Customer shall immediately pay Allstar Technologies an amount equal to 50% of the then current yearly salary or wage paid by Allstar Technologies to such employee.
21. Customer and Allstar Technologies are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship between Customer and Allstar Technologies. Neither party shall have any authority to and shall not incur obligations of any kind in the name of or for the account of the other party.

Payment Terms

22. Allstar Technologies requires an initial payment equal to one (1) month of Maintenance Plan Services delivered and agreed to under this Agreement.
23. Invoices will be sent electronically on or about the first day of each month and are due within 30 days of receipt.
24. If payments are not made in a timely fashion, Allstar Technologies reserves the right to cancel the Maintenance Plan.
25. Any supplemental services provided by Allstar Technologies which are outside of the scope of this Agreement will be billed on a weekly basis, and payment is due upon receipt.
26. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this Agreement.

Confidentiality

27. Allstar Technologies acknowledges that in the course of providing services to Customer, Allstar Technologies may learn from Customer certain non-public personal and otherwise confidential information relating to Customer, including its customers, consumers, or employees. Allstar Technologies shall regard any and all information it receives which in any way relates or pertains to Customer, including its customers, consumers, or employees as confidential. Allstar Technologies shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve Customer or as expressly and specifically permitted in writing by Customer or as required by applicable law. Customer acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.
28. Customer acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Allstar Technologies or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and confidential and/or proprietary to Allstar Technologies. Customer shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than as expressly and specifically permitted in writing by Allstar Technologies or as required by applicable law.

This confidentiality provisions of this Agreement shall survive termination of this Agreement and any other agreements between Customer and Allstar Technologies.

Intellectual Property

29. Each party agrees that it shall acquire no right, title or interest in or to the other party's patents, trade secrets, trademarks, trade names, service marks, copyrights and other intellectual property rights by virtue of this Agreement and nothing contained in this Agreement shall be construed as conferring upon either party (by implication, operation of law or otherwise) any license in or to the other party's patents, trade secrets, trademarks, trade names, service marks, copyrights, or other intellectual property. Neither party shall use the other party's trademarks, service marks, trade names nor product names other than as explicitly set forth in this Agreement or with the other party's written consent.

Insurance Coverage

30. Allstar Technologies shall maintain at its sole expense commercial general liability insurance for personal injury and property damage; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance. At Customer's request, Allstar Technologies further agrees to furnish Customer with certificates, including renewal certificates, evidencing such coverage within 30 days of commencing performance under this Agreement, and at other times as may be reasonably requested by Customer.

Miscellaneous

31. Each party to this Agreement shall be entitled to recover the reasonable attorney's fees, litigation expenses, and costs incurred by it in any successful action to enforce any terms and conditions of the Summary Quote, Purchase Order and Terms and Conditions.

32. The Quote, Purchase Order and Terms and Conditions will be governed by and interpreted in accordance with the laws of the State of Indiana, without giving effect to any principles of conflict of laws. Enforcement of this Summary Quote, Purchase Order and Terms and Conditions or any provision herein and all disputes between the parties will be brought exclusively in the state or federal courts located in Allen County, Indiana and the parties agree to submit to the exclusive jurisdiction and venue of these courts and, by execution and delivery of this agreement, the parties hereby accept unconditionally the jurisdiction of the aforesaid courts, and waive any other forum that they may be entitled to due to their current or future addresses or for any other reason.

33. The Quote, Purchase Order and Terms and Conditions, including all Exhibits hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter herein, and supersedes any and all prior understandings and agreements, whether oral or written, between the parties with respect to such subject matter.