



Terms of Service

These Terms and Conditions (hereafter the “Agreement”) shall govern all Service Orders, Addendum(s) to Service Orders and any other contracts or agreements entered into between Allstate Computers, Inc., DBA Allstate Computers, and its Customers.

1. Definitions

1.0 Service(s) - provisioning of voices services, IP addressing, email, VPNs, firewalls, hosting, server collocation, hardware sales and all related support services.

1.1 Software - any computer programs or code, software applications, and any other software provided by Allstate Computers to Customer pursuant to this Agreement.

2. Services and Equipment

2.1 Allstate Computers Services

Allstate Computers shall provide the Services to Customer on the terms and conditions set forth in this Agreement. Allstate Computers’ obligations under this Agreement are expressly conditioned upon Customer's landlord granting Allstate Computers or its designated agents, contractors or representatives access to the building phone room and roof areas as necessary in Allstate Computers' judgment to deliver the Services and to install and maintain equipment

2.2 Required Equipment

Customer understands and agrees that the Service requires certain equipment provided by Customer such as a SIP aware access device, personal computer, an Ethernet card and an appropriate operating system (the “Customer Equipment”), as well as certain equipment provided by Allstate Computers such as the Software , an edge access device, an IP phone or media converter (the “Allstate Computers Equipment”). Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Service.

2.3 Access to Customer’s Premises

Customer authorizes Allstate Computers and its employees, agents, contractors and representatives to enter Customer's premises (the “Premises”) to install, maintain, inspect, alter, repair and remove the Allstate Computers Equipment. All such services shall be conducted at a time agreed to with Customer. If Customer is not the owner of the Premises, upon Allstate Computers' request Customer shall supply Allstate Computers with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises. Customer also grants its consent to Allstate Computers to contact such owner for the purpose of entering into one or more Right of Access and/or Site Lease(s). If Customer does not provide access as provided herein, Allstate Computers shall, at its option, a) declare the full amount for the entire term due and payable immediately, or b) elect to terminate this agreement.

2.4 Ownership of Equipment

All Allstate Computers Equipment and Software shall at all times remain the property of Allstate Computers or its designee. Customer may not sell, transfer, lease, encumber or assign all or part of the Allstate Computers Equipment or Software, nor shall Customer relocate the Allstate Computers Equipment outside the Premises. Customer shall pay to Allstate Computers the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Allstate Computers Equipment or part thereof, together



with any incidental costs incurred by Allstate Computers relating to the replacement of the Allstate Computers Equipment. Customer hereby authorizes Allstate Computers to charge Customer's Visa, MasterCard, or other credit card for any such charges. Allstate Computers may, at its option, install new or reconditioned Allstate Computers Equipment.

2.5 Back-up Requirements

The installation, use, inspection, alteration, maintenance, repair or removal of the Allstate Computers equipment and software may result in service outage or potential damage to Customer's Equipment. If Customer does not back-up all existing computer files by copying them to another storage medium prior to such activities, Customer understands and accepts the associated risks of not making such a backup. IN ANY EVENT, EXCEPT AS SET FORTH IN SECTION 2.7 BELOW, ALLSTATE COMPUTERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF THE CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA.

2.6 Non-recommended Configuration

Allstate Computers has informed Customer of the recommended minimum computer hardware requirements, if any, (the "Minimum Requirements") for efficiently operating the Service. If Customer allows the installation of the Service utilizing hardware that does not meet the Minimum Requirements (a "Non-recommended Configuration"), Customer agrees that (i) Customer shall not be entitled to Customer support relating to any issues other than the quality of the signal delivered to Customer's IP phone or media converter, and (ii) the following limitations of liability shall apply: ALLSTATE COMPUTERS DOES NOT REPRESENT OR WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE CUSTOMER TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICE, NOT THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO THE CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA. ALLSTATE COMPUTERS DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO INSTALL, ACCESS OR USE THE SERVICE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

2.7 Customer's Hardware and Software

Except for gross negligence or willful misconduct by Allstate Computers, Allstate Computers shall have no liability whatsoever for any damage, loss or destruction to Customer's Equipment or peripherals. In the event of such gross negligence or willful misconduct by Allstate Computers, Allstate Computers shall pay for the repair or replacement of the damaged parts up to a maximum of One Thousand Dollars (\$1,000) and such amount shall be Customer's sole remedy. ALLSTATE COMPUTERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. Customer acknowledges that the opening of Customer's computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. Customer consents to the opening of the computer for installing and providing the Service. ALLSTATE COMPUTERS SHALL HAVE NO LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

3. Installation and Software Licenses

3.1 Installation Process

Allstate Computers or its agents will supply and install the Allstate Computers Equipment within the Premises.

3.2 File Modification

As part of the installation process, system files on Customer's computer may be modified. Allstate Computers does not represent, warrant nor covenant that such modifications will not disrupt the normal operations of Customer's computer. For these and other reasons, Allstate Computers recommends, and Customer agrees, that Customer will back-up all files in accordance with Section 2.5 above prior to installation of the Service. If Customer does not back-up all existing computer files, Customer understands and accepts the associated risks of not doing so. ALLSTATE COMPUTERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM THE ABOVE OR OTHER FILE MODIFICATIONS.



3.3 Viruses

Allstate Computers may run a third party virus check software on Customer's computer prior to installing software and setting up the Service on Customer's computer. Allstate Computers does not represent, warrant nor covenant that the virus check software will detect or correct any or all viruses. If a virus or other harmful feature is detected, and Customer does not authorize Allstate Computers to attempt to remove the same, the installation of the Service will be discontinued and this Agreement shall terminate. In addition, software or other content downloaded from the Service could contain a virus or other harmful feature, and it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files or data. ALLSTATE COMPUTERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE.

3.4 Software

3.4.1 Non-exclusive License

If Software is provided by Allstate Computers, Allstate Computers grants to Customer a limited, non-exclusive license to use the Software, in object code form only, solely for the purpose of connecting Customer's computer(s) or SIP aware device to the Service. This license will permit such use by Customer and any person authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license will commence upon Allstate Computers' acceptance of Customer's subscription for the Service and will terminate immediately upon the expiration or termination of this Agreement for any reason. Customer will destroy all Software and any related written material, together with any copies, promptly upon the expiration or termination of this Agreement for any reason.

3.4.2 Copies

Customer may make a single copy of the Software solely for back-up purposes, provided that such copy contains the same copyright notices and proprietary markings as the original Software. Customer cannot engage in, nor permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited.

3.4.3 End User Licenses

Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or is otherwise terminated.

4. Payment

4.1 Fixed Monthly Service Fees

The cost for Services requiring a fixed monthly fee shall be as stated in the Customer Service Order and shall be payable monthly, in advance, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the "Fixed Service Fee(s)"). The Fixed Service Fee for the first month of Service shall be due and payable prior to installation of Service and if commencement of Service occurs on other than the first calendar day of the month then the Fixed Service Fee will be prorated by the number of calendar days remaining in the month. Thereafter, the Fixed Service Fee is due and payable in advance on the first day of each month and shall be considered late if not received by Allstate Computers by the tenth calendar day of each month.

4.2 Variable Monthly Usage Fees

The cost for Services computed based on the usage by Customer and other variable factors shall be computed at the rates stated in the Customer Service Order and shall be payable monthly, using a cut-off date selected by Allstate



Computers, in arrears, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the "Usage Fee(s)"). The rates for voice services set forth in the Service Order shall be valid for the initial term, provided however, all rates for International Services are subject to change on five calendar days notice from Allstate Computers. New rates are automatically effective on the 6th day from the date of such notice. Allstate Computers, upon 10 days notice, can adjust the rates for voice services to include the cost, if any, of tariffs, taxes or assessments imposed upon Allstate Computers by any governmental agency. The Usage Fees are due and payable on the first day of the month billed and shall be considered late if not received by Allstate Computers by the tenth calendar day of such month.

4.3 Installation Charge and Security Deposit

The charge for Installation shall be as stated in the Service Order and shall be due and payable prior to installation. Charges for Advanced Installation are detailed in the Service Order. An equipment deposit for Allstate Computers Equipment to be used on the Customer Premises shall be as stated in the Service Order and shall be due prior to installation and shall be refunded to Customer upon termination of service, provided said Allstate Computers Equipment is returned in good working condition.

4.4 Agreement to Pay

Monthly payments and any other amounts due to Allstate Computers may be charged to Customer's Visa, MasterCard, American Express or other credit card, and/or electronically debited to Customer's bank account, at Customer's option. Customer agrees to pay all monthly Service Fees, Usage Fees, the Installation Charge, and Equipment Deposit. Customer hereby authorizes Allstate Computers to charge Customer's Visa, MasterCard or other credit card and/or to electronically debit Customer's bank account for all such fees, charges, taxes and payment transaction processing costs.

4.5 Late Payments/Failure to Pay

If any payment due to Allstate Computers is not received within 10 days of due date, an administrative charge of 10% of the amount due may be assessed and the Service may be discontinued. If the Service is discontinued, Customer will be required to pay a reconnect fee of \$60.00 in addition to all past due amounts before the Service is reconnected. The administrative charge is intended to be a reasonable advance estimate of Allstate Computers' costs resulting from Customer's late payments and non-payments, and is set in advance due to the difficulty inherent in determining the costs associated with any particular late payment or non-payment. Allstate Computers does not anticipate that Customer will fail to make payments on a timely basis. Allstate Computers does not extend credit to its Customer, and the administrative charge is not interest, a credit service charge nor a finance charge. In the event Allstate Computers, at its sole discretion, elects to use the services of a third party collection agency, the costs of such third party collection agent shall be paid by the Customer.

4.6 Price Changes

Allstate Computers has the right to change its Service Fee at any time and upon 30 days advance notice unless otherwise stated in the Service Order.

4.7 Additional Charges

The Service may allow Customer to access the Internet, on-line services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by Allstate Computers. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer.

4.8 Credit Inquiries

Customer authorizes Allstate Computers to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes. Allstate Computers reserves the right, in its sole discretion, to refuse to provide Service based upon lack of creditworthiness, or in the alternative to require a security deposit that



will be returned to Customer, without interest thereon, upon the expiration or termination of Services assuming all amounts due Allstate Computers have been paid in full. Allstate Computers shall have the right to offset against the security deposit, in part or in full, for any amounts due Allstate Computers.

5. Customer Conduct

5.1 Prohibited Uses

Customer shall not use the Service or Allstate Computers Equipment, directly or indirectly,

5.1.1 - for any unlawful purposes; use of the Service for transmission or storage of any information, data or material in violation of any United States federal, state or local regulation or law is prohibited, such limitation shall include, without limitation, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or infringes upon the intellectual property rights of any third party;

5.1.2 - to post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;

5.1.3 - to access any other person's computer, software or data without the knowledge of such person;

5.1.4 - to upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright or other proprietary rights without obtaining permission from the owner(s);

5.1.5 - to copy, distribute, or sublicense any software provided by Allstate Computers, except that Customer may make one (1) copy of each software program for back-up purposes only;

5.1.6 - to service, alter, modify or tamper with the Allstate Computers Equipment or Service or permit any other person to do the same unless such person is authorized by Allstate Computers to do so;

5.1.7 - to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

5.1.8 - to knowingly disrupt the Service;

5.1.9 - to resell the Service or otherwise charge others to use the Service; the Service is for sole use of Customer and Customer agrees not to use the Service for operation as an Internet service provider or for any other business enterprise in competition with the Service;

5.1.10 - to connect the SIP aware access device or media converter to any computer outside of Customer's Premises;

5.1.11 - to allow or provide access to adult content material to anyone under the age of 18 years.

5.2 Termination

Allstate Computers reserves the right to immediately terminate this Agreement and the Service if Customer engages in any of the activities listed in Section 5.1 above or if Customer uses the Service or Allstate Computers Equipment contrary to any other Allstate Computers policy. Copies of such policies may be posted online at www.allstatecomputers.com. This Section 5.2 shall in no way limit Allstate Computers' rights of termination pursuant to Section 7.2 of this Agreement. Customer agrees to indemnify, defend and hold harmless Allstate Computers against all claims and expenses (including



reasonable attorneys' fees) resulting from Customer's use of the Services, including, without limitation, the activities listed in Section 5.1 above, or from any other violation of Allstate Computers policies by Customer. This provision shall survive the expiration or other termination of this Agreement.

6. Service Interruptions

6.1 Prorated Credit

Except as otherwise required by law, Customer is entitled to a prorated credit upon request only in the event of a complete failure of the Service due to technical malfunction of the system or network operated by Allstate Computers for a period of twenty-four (24) consecutive hours or more. To obtain a credit, Customer must request a credit in writing from Allstate Computers within thirty (30) days of the failure. Credits shall be applied against future fees payable by Customer for the Service.

6.2 Force Majeur

Allstate Computers shall have no liability, including as set forth in this Section, for interruption of the Service due to circumstances beyond Allstate Computers' control, including, without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbances, strike or weather.

7. Automatic Renewal and Termination

7.1 Termination by Customer

The Term of this Agreement shall be as stated in the Service Order beginning on the date of Installation and shall automatically renew for a period equal to the initial term on each anniversary unless written notice of cancellation is received by Allstate Computers thirty days prior to the end of each Term. **For Services billed by a Fixed Service Fee, Customer may only terminate prior to the end of the Term stated in the Service Order by giving written notice to Allstate Computers and by payment of a Fixed Service Fee Termination Amount equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee ("Fixed Service Fee Termination Amount"). For Services billed pursuant to Usage Fees Customer may only terminate prior to the end of the Term stated in the Service Order by giving written notice to Allstate Computers and by payment of a Usage Fee Termination Amount equal to the number of months remaining in the Term times the average of the prior three (or if less than three months have elapsed, using the actual number of months elapsed) month's Usage Fees ("Usage Fee Termination Amount"). All such types of Termination Fees described herein shall collectively or individually be known as Termination Fee(s). ANY TERMINATION NOTICE RECEIVED BY ALLSTATE COMPUTERS WHICH IS NOT ACCOMPANIED BY THE PAYMENT OF THE APPLICABLE TERMINATION FEE SHALL BE NULL AND VOID.**

7.2 Termination by Allstate Computers

Allstate Computers may terminate this Agreement immediately should Customer violate any of the terms of this Agreement. Allstate Computers may also terminate this Agreement for any other reason by providing Customer with written notice of such termination no later than thirty (30) days before the date of termination. In the event that Allstate Computers terminates this Agreement for any reason other than Customer's violation of the provisions of Section 5.1, Service Fees and other charges will continue to accrue through the date of termination, but all prepaid Service Fees and charges for cancelled Service will be refunded. If termination is due to violation of the provisions of Section 5.1, the termination amount will be equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee.

7.3 Customer Obligations

Customer agrees that upon termination of this Agreement,



7.3.1 - Customer will pay Allstate Computers in full for Customer's use of the Service and Allstate Computers Equipment up to the later of (i) the effective date of termination of this Agreement or (ii) the date on which the Service and the Allstate Computers Equipment have been disconnected and returned to Allstate Computers. Customer agrees to pay Allstate Computers on a prorated basis for any use by Customer of the Service or Allstate Computers Equipment for a part of a month;

7.3.2 – Customer will permit Allstate Computers, its employees, agents, contractors and representatives to access Customer's Premises during regular business hours to remove the Allstate Computers Equipment and other materials furnished by Allstate Computers;

7.3.3 – Customer will ensure the return of all Allstate Computers Equipment to Allstate Computers. Customer will return or destroy all copies of any software provided to Customer pursuant this Agreement. If the Allstate Computers Equipment is not returned, Customer agrees to pay the charges referred to in Section 2.4 above and Allstate Computers shall have the right to charge such amounts to Customer's Visa, MasterCard or other credit card, or to electronically debit Customer's bank account;

7.3.4 – Customer, upon request by Allstate Computers made not more frequently than monthly, shall provide information regarding the number of desktops and/or portable computers connected to the Allstate Computers Service during any month.

7.4 Retention of Rights

Nothing contained in this Agreement shall be construed to limit Allstate Computers' rights and remedies available at law or in equity. Allstate Computers reserves the right to delete all data, files, electronic messages or other information for any reason arising out of or related in any way to the use of the Service and/or Allstate Computers Equipment by Customer or otherwise arising out of the use of the Customer's Computer.

7.5 Survival

The terms set forth in the Sections 2, 3 and 4 shall survive the termination of this Agreement.

8. Multiple Users

Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Service and/or Allstate Computers Equipment through Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement whether such breach is the result of use of the Service and/or the Allstate Computers Equipment by Customer or any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer agrees to indemnify, defend and hold harmless Allstate Computers against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service and/or Allstate Computers Equipment by any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment.

9. e911 Term and Conditions

Definitions

911 – Emergency call service typically used for delivering emergency calls to a public safety answering point.



160 Toney Penna Drive • Suite 3 • Jupiter • Florida 33458
Local Phone: 561.743.1521 • Toll-Free Phone: 800.366.3105 • Fax: 561.575.9234
E-Mail Address: info@allstatecomputers.com • Web Address: www.allstatecomputers.com

PSAP – Public Safety Answering Point

VoIP – Voice over IP

e911 Terms and Conditions

Due to recent pursuant FCC rulings and regulations, all customers who are using Allstate Computers services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one of their DIDs.

Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical information may not be passed to the PSAP dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Enhanced 911 service is not available to every location within the United States at this time. For locations e911 is not currently available; You will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will complete. Loss of power, Internet access and/or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Allstate Computers will do everything within their power to prevent service outages within its network.

In order for e911 address information to be passed to your local PSAP dispatcher, you must set your outbound caller ID value to the specific DID you are purchasing e911 service for. Therefore, by agreeing to these Terms Conditions you the customer agree to set the outbound Caller ID number to the DID you have enabled e911 services for when making an outbound 911 emergency call. Failure to set the correct caller ID value will result in a non-refundable \$100 surcharge per 911 call.

We have added an extension to our network which all Allstate Computers users may call to test their Caller ID value. At any time, you may test your outbound caller ID value by dialing '811' through our network.

By using Allstate Computers Enhanced 911 service, Customer agrees that Allstate Computers, it's contractors, executives, members, customers, agents, employees, carries, 911 providers, and anyone else associated with Allstate Computers is not held liable for emergency calls failing, even if it is determined that it is the fault of Allstate Computers or its associates. Customer further agrees that they will notify their customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Allstate Computers 911 service of our limitations and make Customers agree to not hold Allstate Computers or Customer liable.

Customer will be charged a regulatory recovery fee of \$1.49 per month for each DID submitted to the e911 database. This fee is non-refundable. Failure to enable e911 service will result in a non-refundable \$100 surcharge per 911 call.

10. Limitation of Liability

10.1 Exclusions

UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE PROHIBITED BY LAW, NEITHER ALLSTATE COMPUTERS, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, NOR ANY OWNER OR MANAGER OF THE BUILDING OR LAND IN WHICH CUSTOMER'S PREMISES IS LOCATED SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR:



10.1.1 - ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES, RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY CUSTOMER OR ANY OTHER USE OF THE ALLSTATE COMPUTERS EQUIPMENT OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE OR ALLSTATE COMPUTERS EQUIPMENT OR SOFTWARE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SERVICE OR ALLSTATE COMPUTERS EQUIPMENT OR SOFTWARE; OR

10.1.2 - ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE ALLSTATE COMPUTERS EQUIPMENT OR SOFTWARE, OR SERVICE OR A THIRD PARTY INFRINGES UPON THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

10.2 Application

The liability limitations set forth in this Section 10 apply to the acts, omissions and negligence of Allstate Computers (and its officers, directors, employees, agents, contractors and representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine. However, the liability limitations set forth in this Section 10 shall apply to liability for personal injury or death only to the extent applicable law does not prohibit such limitation.

10.3 No Third Parties

No third party owner or manager of Customer's building or land is a party to this Agreement. Thus, no such owner or manager shall be responsible for, nor shall be liable for, the quality of the Service or Allstate Computers Equipment.

10.4 Sole Remedies

Customer's sole and exclusive remedies under this Agreement are as set forth in this Agreement.

11. Compliance with Laws

11.1 Controlling Law; Venue

The validity, performance, and interpretation of this Agreement will be governed and construed in accordance with the laws of the United States and the State of Florida, without regard to its conflicts of law provisions. The parties will voluntarily appear before and hereby consent and submit to the exclusive jurisdiction of the state and federal courts located in West Palm Beach, Florida. If any dispute, litigation, or other action arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

11.2 Notices

All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by facsimile transmission when confirmed by facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) calendar days after deposit in the mail. Such notices shall be sent to the addresses set in the Service Order or such other address as a party hereto shall notify the other party of in writing.



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E-Mail Address: info@allstatecomputers.com • Web Address: www.allstatecomputers.com

Allstate Computers:

Telephone: 855-484-8787

Facsimile: 561-575-9234

Email: info@allstatecomputers.com

11.3 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute on and the same instrument.

11.4 Headings

The headings in this agreement are inserted for convenience and do not constitute a part of the Agreement, nor modify or limit any of the terms.

11.5 Waiver; Amendment; Modification

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted. The waiver by either party of, or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

11.6 Enforceability of Provisions

To the extent any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable, such provision or portion shall be severed or deleted from this Agreement or limited so as to give effect to the intention of the parties insofar as possible. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or this Agreement as a whole.

11.7 Assignment

This Agreement is personal to the Parties and may not be assigned or transferred by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld, conditioned, or delayed; except that Allstate Computers may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise. Except as provided herein, any assignment in contravention of the above shall be void and ineffective.

11.8 Entire Agreement

This Agreement, including the Service Order and attachments hereto, constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. No other representation, warranty, term or condition, other than as expressly set forth in this Agreement, shall be binding on Allstate Computers.