

AIM CONSULTING and AIMNET SMART BUILDING SYSTEMS
Services Agreement / Terms and Conditions for Cellular Booster Services
Date of last update: January 2 2007

These terms and conditions are incorporated into, and a part of, the AIMNET Smart Building Systems Service Agreement (the "Agreement") entered into by you ("Customer", "You", or "User(s)",) for You and others that make use of your Cellular Booster device. AIM CONSULTING for AIMNET Smart Building Services and You are the Parties to the Agreement, and are subject to these Terms and Conditions. AIM CONSULTING owns and maintains cellular systems, computer systems, firewalls, routers and other network devices (the "AIMNET Smart Building System"), which it makes available for use by owners, managers, employees, occupants, service providers and visitors of AIMNET Smart Building's.

Herein and after the term "**AIMNET**" represents AIMNET Smart Building Systems, and the "Cellular Boosting" options and Services, and other AIMNET Smart Building Services and including AIM Consulting as the owner / manager of AIMNET Smart Building Systems. The term "**AIM**" represents AIM Consulting, LLC a Connecticut based company who owns, installs and manages AIMNET and AIMNET Smart Building services. The term "**Cellular Boosting**" represents your ability to connect to your cellular service provider, to whom you pay a separate fee for access, by the use a boosted cellular signal that is supplied by our equipment.

1. Acceptance of this Agreement. By signing the Agreement, or, by clicking "I Accept Terms" at the end of the electronic version of the Agreement, or by utilizing any service of **AIMNET**, including the cellular phone signal boosting service. You acknowledge that You have read and understand this Agreement and You accept the Agreement (together with all of the policies attached hereto) and agree to abide by its terms and conditions as they may be amended by AIM from time to time, in its sole discretion. If You do not accept the Agreement, You may not and should not utilize **AIMNET**! Please take the time to read the Agreement carefully.

The terms and conditions of the Agreement may be amended by AIM from time to time, in its sole discretion, by posting such changes at <http://www.aimsmartbuilding.com> (the "AIMNET Smart Building Internet Site"). Use of AIMNET by You after a change to these terms and conditions has been so posted and noticed by AIMNET shall constitute acceptance by You of such changed terms. If You do not wish to accept such changes, your sole and exclusive remedy is to refrain from using AIMNET that AIM is providing to You under this Agreement.

2. AIMNET Installation and Access.

(a) **AIMNET.** Subject to and in accordance with the terms and conditions of the Agreement, AIMNET will provide You "Cellular Boosting" services. The Cellular Booster equipment and devices are owned and maintained by AIM. AIMNET may offer multiple AIMNET Service products that consist of varying features and restrictions, including but not limited to different speeds or traffic consumption allowances. Product features and restrictions are subject to change at any time, with or without notice to You, at AIM 's sole discretion.

(b) **Access.** You agree that AIM and AIMNET is not liable for dropped connections or other communications that may be lost on your Cellular device and system during the access process, and You agree to hold AIM Consulting and AIMNET harmless in the event that any connection or other communication is lost, and or if you are unable to make a connection to the service.

(c) **Traffic Consumption Allowances.** AIM, AIMNET - has the right to monitor measure and report bandwidth consumption by You. AIMNET reserves the right, in its sole discretion, to establish, modify and/or enforce consumption allowances at any time now or in the future, with or

without notice to You, and to apply a surcharge for excess usage subsequent to notice of changes in bandwidth consumption allowances.

(d) SERVICE ACCESS – PAYMENT, AIMNET’s “Cellular Boosting” Services provides a connection to your cellular service provider through our equipment to one or more of your Cellular devices based on a fee you pay for “Time Use.” Your Access Time is pre-purchased and the amount of time you pay for is stored and maintained on the AIMNET Smart Building central server. Your time is automatically decremented from your time bank based on your use at the end of each day. If your Time Bank runs out of purchased time, your service is automatically discontinued and your cellular device connection terminated. Your connection will not re-establish until additional Time is purchased and stored in your Time Bank. It is important to keep your “Time Bank” open by purchasing additional time as required. If your Time Bank becomes empty and your services automatically terminate, You understand that a “Service Fee” as published on our fee schedule at www.aimsmartbuilding.com will be charged to re-establish your connection that is in addition to fees paid for time in your “Time Bank.”

You may establish an automatic credit card charge to insure that Your Time Bank remains open such that a pre-determined amount of time is purchased and automatically charged to your credit card whenever additional time is required.

3. Support and Maintenance of AIMNET.

AIM may use commercially reasonable efforts to provide customer support for use of AIMNET solely on the Equipment described in Section 2 of this Agreement. **AIM DOES NOT GUARANTEE THAT CUSTOMER SUPPORT WILL BE AVAILABLE OR THAT AIM WILL MAKE AIMNET WORK ON YOUR CELLULAR DEVICE and SYSTEM OR RESOLVE ALL PROBLEMS IN CONNECTION THEREWITH.**

Support may be available on a commercially reasonable basis via telephone, e-mail or AIMNET Smart Building Internet Site. Telephone numbers for such customer support are posted on AIMNET Smart Building Internet Site and are included in the "Contact AIM" section of this Agreement. AIM CONSULTING & AIMNET Smart Building Network Services - AIMNET Smart Building does not undertake to correct or repair, and shall have no responsibility for, software, hardware or equipment that it does not supply, and makes no guarantee that it will be able to fix your software, hardware or equipment even if supplied by AIM. AIM will use commercially reasonable efforts, such as network management, traffic analysis, operational procedures and policies, that endeavor to provide appropriate bandwidth for as many customers as possible. **YOU UNDERSTAND AND AGREE THAT AIM DOES NOT GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON AIMNET OR ANY SPEED OF THROUGHPUT OF YOUR CONNECTION TO AIMNET WILL BE AVAILABLE TO YOU.** You understand and agree that the speed of AIMNET “Cellular Boosting” Services provided to You will vary depending upon a number of factors, including your Cellular device(s) and associated equipment, your service providers traffic and associated equipment, and other factors. You understand and agree that AIMNET Service may be temporarily limited, interrupted or curtailed due to system capacity limitations; governmental actions; force majeure; events beyond AIM control; or temporary equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate in connection with the delivery or improvement of AIMNET Services.

4. Integrity of AIMNET. AIMNET, and its various computers, wires, communications devices and other components are the property of AIM. You understand and acknowledge that AIMNET is a shared network of services. In its sole discretion and with or without notice to You, AIM reserves the right to take any action regarding any improper or other use of AIMNET needed to prevent or minimize harm to AIMNET or prevent or minimize disruption of the performance of AIMNET Service for other users. Such action may include, without limitation, suspension or termination of access by You to AIMNET Services.

5. Your Obligations.

(a) **Responsibility for use.** You agree that You are responsible for the conduct of anyone who uses AIMNET through your Cellular device or other connection device and for ensuring that anyone who does use AIMNET uses it in accordance with the terms and conditions of this Agreement.

(b) **Your Online Conduct and Use of AIMNET Service.** As a condition of this Agreement, You agree to use AIMNET Service in accordance with the terms and conditions of this Agreement. You understand that **AIM Consulting (AIM)** has the right to enforce these terms and conditions in its sole discretion, as the same may be amended by AIM from time to time. In the event of a violation by You, AIM may, singly or in any combination, issue a warning for the violation, suspend or terminate your AIMNET Service without the obligation to notify You prior to taking any such actions. AIM reserves the right, but has no obligation, to monitor compliance with and investigate violations of this Agreement and the Use Policy, including but not limited to monitoring bandwidth, usage and publicly posted content, gathering information from You and other users, performing audits of AIMNET, including scanning equipment connected to the AIMNET Smart Building Network for common security issues, identifying and categorizing the type of traffic being sent and received by You, and examining material on AIMNET servers and AIMNET Smart Building Networks. You agree that AIM shall not be liable to You for any of its actions taken to enforce this Agreement, including any Use Policy. If You are found to be in violation of the Agreement or the Use Policy, AIM may, in its sole discretion, permanently disconnect your service. You may appeal such action by writing to AIM at the following address:
AIM Consulting, 114 Payne Drive, Cheshire, Connecticut, 06410

(c) **Use by minors .** You represent and warrant to AIM that You are at least twenty one (21) years of age, and You agree that AIM may rely on that representation. However, AIM wishes to express additional cautions in connection with any use of AIMNET Services that You allow to be made available to minors using your cellular devices and systems, your passwords, IP addresses, name or user names, phone numbers. You agree that You are responsible for such use, and AIM strongly recommends that any use of AIMNET Service by a minor be conducted only under the supervision of a responsible adult.

(e) **Responsibility for security of your credit card and other information that You provide through your Cellular Booster connection.**

From time to time You may decide to speak to third-partys or order products or services from third parties when You access your Cellular device. AIM recommends that You use extreme care making your credit card and any other information about yourself available to others on the on a cellular device or phone. You agree that You are solely responsible for the security of your credit card and similar information from unwanted charges or use. You agree to hold AIM CONSULTING - AIMNET Smart Building Systems, its agents and affiliates, harmless in the event that your credit cards, bank account numbers, social security number, your identity, or any of your personal information is compromised or utilized by a third party.

(f) **Theft of Service.** You understand and agree that AIM may monitor the AIMNET Network for any such theft of service, and if such activity is discovered, AIM may pursue, in its sole discretion, all available remedies, including, without limitation, charging for the entire period of such use, and/or termination of service to You.

(g) **Assignment or sharing of AIMNET Services.** You agree that You shall not use the AIMNET Cellular Boosting Service as a service provider. You agree that You shall not resell, share, give away, redistribute, sublicense or otherwise distribute AIMNET Smart Building "Cellular Boosting" Services or any portion thereof to any third party in any manner without the prior written consent of AIM. For example, but without limitation, You may not provide access to others through your connection with the exception of your employees and customers, clients that visit your space.

(h) **Use of a dynamic IP address.** You understand and agree that AIMNET Service is provided using one (1) dynamically-assigned or statically set public IP address for each Cellular Booster connection. You understand and agree that AIM may monitor AIMNET for the unauthorized use of any static IP addresses and/or multiple dynamically assigned IP addresses, and if such activity is discovered, AIM may pursue, in its sole discretion, all available remedies, including, without limitation, charging for the entire period of such use, and/or termination of AIMNET Service to You.

(i) **Local "Cellular Boosting".** AIMNET Smart Building Systems will support the connection of AIMNET "Cellular Boosting" service to a single office or Cellular device. AIM does not support the setup, configurations and equipment maintenance of Your devices, including multifunction devices, that may contain a switch, router, firewall, etc. that allow for the connection of multiple cellular devices. You agree that You shall not operate an access point of any type that provides services to other users, or for your own use over AIMNET Service. You understand and agree that AIM has the right to monitor the AIMNET Smart Building Network and, to the extent necessary, your Cellular Booster device to ensure that You are not providing any services via your connection. You understand and agree that AIM has the right to take any measures it deems necessary in its sole discretion to prevent the use of AIMNET Internet Service for uses other than those prescribed in this Agreement.

6. Your Warranties, Representations and Indemnifications.

(a) **Warranties and Representations.** You warrant and represent that: You are at least Twenty One (21) years of age; You will use AIMNET Services only in accordance with this Agreement; You will take reasonable measures to protect your personal information and restrict the use of AIMNET only to those only with your expressed consent.

(b) **Indemnification.** You agree to indemnify and hold harmless AIM CONSULTING - AIMNET Smart Building Services (its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents, Premium Content Providers and their representatives) (together "AIM - AIMNET Smart Building Indemnified Entities") against any cost, claim, liability or expense any of AIM - AIMNET Smart Building Indemnified Entities incurs as a result of or arising out of or related in any way to your use of AIMNET Service. In the event of any claim, which, if true, would be subject to indemnification hereunder, AIM CONSULTING, AIMNET - AIMNET Smart Building or the affected AIM Indemnified Parties shall notify You and You agree to cooperate in their defense at your sole cost. As part of your indemnification obligations, You agree to reimburse AIM for any costs it incurs that, directly or indirectly, arise or result from AIMNET - AIMNET Smart Building Systems and Service provision of AIMNET "Cellular Boosting" Service to You and your use of AIMNET Service, including but not limited to, complaint fees or investigation expenses incurred by, or charged by any third party to, AIM CONSULTING.

7. Equipment Ownership.

You understand and agree that other than your Cellular Booster device, (IE: your cell phone) all equipment is the property of AIM CONSULTING and AIMNET Smart Building Systems. You agree that You will use reasonable care to avoid damaging the Equipment, and agree not to alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with it. You agree that AIM - AIMNET Smart Building Systems has the right to monitor, secure, upgrade or downgrade the Equipment.

8. Disclaimers and Limitation of AIM - AIMNET Smart Building's Liability.

(a) YOU UNDERSTAND AND AGREE THAT THE AIMNET SERVICE AND EQUIPMENT PROVIDED BY AIM - AIMNET SMART BUILDING SYSTEMS ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY. YOU UNDERSTAND AND AGREE THAT THE USE OF

AIMNET SERVICE, AND ANY SOFTWARE OR EQUIPMENT PROVIDED BY AIM IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT ANY AND ALL AIMNET SERVICES AND PRODUCTS ARE PROVIDED "AS IS, AS AVAILABLE, AND WITH ALL FAULTS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES THAT CANNOT LEGALLY BE EXCLUDED.

AIM CONSULTING - AIMNET SMART BUILDING SYSTEMS MAKES NO WARRANTY THAT THE AIMNET SERVICE WILL WORK ON YOUR CELLULAR DEVICE. YOU UNDERSTAND AND AGREE THAT AIM - AIMNET SMART BUILDING SYSTEMS HAS NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO YOUR CELLULAR DEVICE, OR THE DATA, FILES OR INFORMATION STORED ON YOUR CELLULAR DEVICE. YOU UNDERSTAND AND AGREE THAT AIM - AIMNET SMART BUILDING HAS NO RESPONSIBILITY FOR ANY THIRD-PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT YOU MAY USE OR ACCESS USING AIMNET SERVICE. YOU UNDERSTAND AND AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH AIMNET SERVICE OR ON THE INTERNET.

10. Unauthorized Access, Viruses and Spyware, and Third-Party Services, Products and Content.

(a) **Unauthorized Access.** AIMNET is a shared network and is used by many users to access a variety of services. Although AIMNET incorporates managed firewalls on its Network, AIM does not provide total security against unauthorized access. Others may access or monitor your activity and conduct while You are using AIMNET Services. AIM is not responsible for any unauthorized access to the data, files, transmissions, communications sent to or from You or for unauthorized access to your Cellular Booster device. AIM does not warrant any security system it may employ, either hardware or software, for the purpose of preventing unauthorized access to your cellular devices. Any security systems employed by AIM and AIMNET Smart Building Systems maintain only a minimal level of protection. AIM and AIMNET Smart Building Systems is not responsible for damages resulting from the use of any such security system. You understand and agree that You are solely responsible for the security of any communication and or other device(s) with which You connect to the AIMNET Service, and any data, programs or information stored on such devices. You are responsible for taking measures to ensure the security of your Cellular device and system(s) to prevent unauthorized access to it by others.

(b) Third-party services, products and content provided by others. You understand and agree that while AIMNET supplies access to your cellular carrier, it is not responsible for the services or products offered by others, nor is AIM and AIMNET Smart Building Systems the publisher of any information that is provided by others, including, without limitation, other users on bulletin boards, in chat rooms and similar venues. AIM and AIMNET Smart Building Systems makes no commitment to review, monitor or filter all access and does not endorse or otherwise vouch for any service, product, information, programs, data, or content sent, accessed, offered or advertised over the cellular bandwidth or otherwise made available to You by any individual, information provider, or on-line service or content provider (other than AIM - AIMNET Smart Building Services). Such content may include profane, obscene, indecent, disturbing, illegal, abusive, infringing, offensive or other material You may find problematic. **YOU UNDERSTAND AND AGREE THAT AIM and AIMNET SMART BUILDING SYSTEMS ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT.**

11. Contact AIM and AIMNET Smart Building Services

(a) **General Information.** If You have a question or need general information about AIMNET - AIMNET Smart Building Systems or its services, please contact AIM CONSULTING at

<http://www.aimsmartbuilding.com> or by calling the phone number listed under CONTACTS at the website.

(b) **Customer Support and Service.** For customer service and support, please contact AIM CONSULTING at <http://www.aimsmartbuilding.com> or by calling the phone number listed under CONTACTS at the website.

12. Pricing Information. Current rates for AIMNET Cellular Boosting Services are posted on the AIM Smart Building website or on Your buildings private control panel. AIM and AIMNET Smart Building Services reserves the right to change or add fees, surcharges or monthly charges at any time upon thirty (30) days prior notice.

13. Term and Termination.

(a) **Termination by AIM.** In its sole discretion, AIM reserves to itself all rights it has under federal, state and local laws, to suspend or terminate this Agreement and to Disconnect the AIMNET Service, in whole or in part, at any time, with or without cause and with no obligation of prior notice to You. AIM and AIMNET Smart Building Systems reserves to itself the right to pursue all legal remedies available to it, in its sole discretion.

14. Governing Law. This Agreement shall be governed by the laws of the United States of America and the State of Connecticut.

15. Disputes. If You have a complaint regarding any aspect of your AIMNET Service, AIM Consulting encourages You to first contact AIMNET Smart Building's Customer Service Department at <http://www.aimsmartbuilding.com> or by calling the phone number listed under CONTACTS at the website.

16. Miscellaneous.

(a) **Entire Agreement.** This Agreement is your entire agreement with AIM CONSULTING and it's AIMNET "Cellular Boosting Service" and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the Parties to this Agreement and Smart Building Indemnified Parties. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties and the remaining portions shall remain in full force and effect. This Agreement sets forth the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements related thereto.

(b) **Assignment.** This Agreement and your rights and obligations under this Agreement may not be assigned by You in whole or in part without AIM CONSULTING's prior written consent.

(c) **Limitation of Information.** AIM - AIMNET SMART BUILDING SHALL HAVE NO OBLIGATION TO MAKE ANY SPECIFIC INFORMATION, DATA, SERVICE, PROGRAMS, NEWSGROUPS OR OTHER MATERIAL AVAILABLE THROUGH AIMNET SERVICES AND MAY BLOCK ANY SUCH MATERIAL IN ITS SOLE DISCRETION.

(d) **Use Policy and Privacy Policy.** AIM - AIMNET Smart Building's Use Policy and AIMNET - AIMNET Smart Building's Privacy Policy are integral parts of this Agreement and are incorporated herein.

(e) **AIM - AIMNET Smart Building's Remedies and Waiver.** Wherever a remedy is expressly provided to AIM - AIMNET Smart Building Systems hereunder, such remedy is intended to

add rather than to restrict all of AIM's remedies in law and equity. In the event of a breach of this Agreement by You, AIM reserves to itself the right to pursue all legal remedies available to it against You, in its sole discretion. If AIM fails, at any time, to enforce any right or remedy available to it under this Agreement, such failure shall not be construed to be a waiver of AIM's rights or remedies. Any waiver of AIM's legal right shall be effective only if expressly agreed to in writing by AIM.

(f) **Force Majeure.** AIM shall be excused from performance hereunder, and shall not be liable for damages or otherwise, if and to the extent that AIMNET is unable to perform due to any act, event, cause or condition that is beyond its reasonable control, including but not limited to accidents, acts of God, acts of any government, failure of third-party communications networks, war, terrorist activity, industrial or labor disputes, fire, flood, explosion, civil disorder, power failure, equipment failure, acts of civil or military authorities, theft, vandalism, misuse, insurrection, inability to obtain the necessary supplies, and the like. AIM will not notify You of the occurrence of any such event.