

This User Agreement ("Agreement") is an agreement between AIM Consulting, LLC ("AIM"), a Connecticut LLC, and the party set forth in the related order form incorporated herein by reference (together with any subsequent order forms submitted by Customer, the "Order Form"), and applies to the purchase of all services (collectively, the "Services") ordered by Customer on the Order Form. Such party is referred to in this Agreement as "Customer" or "you" or the "Client". PLEASE READ THIS AGREEMENT CAREFULLY. BY SUBMITTING ANY and ALL ORDER FORM(S), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING AIM Consulting's USAGE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

AIM Consulting reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by AIM Consulting. Activation of the Services shall indicate AIM Consulting's acceptance of this Agreement. Subject to the terms and conditions of this Agreement, AIM Consulting will provide to Customer the Services selected by Customer set forth on any an Order Form.

1. Usage Policy

Under this Agreement, Customer shall comply with AIM Consulting's then current "Usage Policy", as amended, modified or updated from time to time by AIM Consulting, which currently can be viewed at this website, and which is incorporated in this Agreement by reference. Customer hereby acknowledges that it has reviewed the Usage Policy and that the terms of the Usage Policy are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern. AIM Consulting does not intend to systematically monitor the content that is submitted to, stored on or distributed or disseminated by Customer via the Service (the "Customer Content"). Customer Content includes content of Customer's customers and/or users of Customer's website and or any Internet service. Accordingly, under this Agreement, you will be responsible for your customers content and activities on your website. Notwithstanding anything to the contrary contained in this Agreement, AIM Consulting may immediately take corrective action, including removal of all or a portion of the Customer Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by Customer of the Usage Policy. In the event AIM Consulting takes corrective action due to a violation of the Usage Policy, AIM Consulting shall not refund to Customer any fees paid in advance of such corrective action. Customer hereby agrees that AIM Consulting shall have no liability to Customer or any of Customer's customers due to any corrective action that AIM Consulting may take (including, without limitation, disconnection of Services).

2. Amendment

AIM Consulting may amend, modify or update this Agreement or the Usage Policy at any time in its sole discretion, and Customer shall be bound by any such amendment, modification or update. AIM Consulting may but is under no obligation to, provide notice of any amendment, modification or update of this Agreement or the Usage Policy. Any modification is effective on the earlier of two days after posting on AIM Consulting's website or two days after the sending of a notice by AIM Consulting to Customer by e-mail or conventional mail. If any material modification to this Agreement or the Usage Policy is unacceptable to you, you may terminate your subscription as provided in Section 3. However, if you do not terminate the Agreement, or if you continue to use the Services following effectiveness of the modification, your continued use will mean that you have accepted that modification. AIM Consulting reserves the right to amend its service offerings and add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

3. Term; Termination; Cancellation Policy

The initial term of this Agreement shall be as set forth in the Order Form (the "Term" or "Period"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew for successive terms of equal length

as the Initial Term, unless terminated or cancelled by either party as provided in this section. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

This Agreement may be terminated (i) by either party by giving the other party 30 days prior written notice (subject to an early cancellation fee as provided below), (ii) by AIM Consulting in the event of nonpayment by Customer, (iii) by AIM Consulting, at any time, without notice, if, in AIM Consulting's judgment, Customer is in violation of any term or condition of the Usage Policy or Customer's use of the Service disrupts or, in AIM Consulting's judgment, could disrupt, AIM Consulting's business operations and (iv) by AIM Consulting in accordance with Sections 1, 9, and 10 of this Agreement.

If you cancel this Agreement prior to the end of the Term, (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (ii) AIM Consulting shall refund to you all pre-paid fees for "this ordered services", as defined by the fee schedule published at the time of order, for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment, (iii) you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term. AIM Consulting will not refund any fees paid for the creation or editing of a Website Package or custom design/development services and any such services and packages will remain the exclusive property of AIM Consulting. AIM Consulting shall have the right to charge you an early cancellation fee of \$50.00. Any cancellation request shall be effective 30 days after receipt by AIM Consulting, unless a later date is specified in such request.

If AIM Consulting cancels this Agreement prior to the end of the Term, AIM Consulting shall not refund to you any fees paid in advance of such cancellation and (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (ii) you shall be obligated to pay 100% of all charges for all Packages or Services for each month remaining in the Term.

4. Billing and Payment

All fees for the Services shall be in accordance with AIM Consulting's Smart Building Service Fee schedule then in effect, the terms of which are incorporated herein by reference, and shall be due at the times provided therein. A minimum \$25.00 late fee will apply to accounts past due more than ten (10) calendar days from the due date. AIM Consulting may, with 30 days notice to Customer, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due immediately upon the first day of such renewal period. AIM Consulting may impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. In addition, in the event that any amount due AIM Consulting remains unpaid twenty (20) days after such payment is due, AIM Consulting, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. There will be a \$50.00 charge to reinstate accounts that have been suspended or terminated. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of AIM Consulting) shall be paid by Customer.

Customer agrees that AIM Consulting may charge Customer's fees for the Services to the credit card supplied by Customer during submission of the "Order."

Returned checks will be assessed a \$30.00 charge. Wire transfers will be assessed a \$30.00 charge.

5. IP Address & Domain Name Ownership

If AIM Consulting assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to AIM Consulting, and Customer shall have no right to use that Internet Protocol address except as permitted by AIM Consulting in

its sole discretion in connection with the Services, during the term of this Agreement. AIM Consulting shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by AIM Consulting, and AIM Consulting reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

If AIM Consulting assigns Customer a domain name (web site address) for Customer's use, the AIM Consulting remains the sole owner or licensee of the domain name and the right to use that domain name and its corresponding IP address is given to the Customer as a part of the "Service." All such rights for Customers use is revoke upon termination of the Agreement. All domain name and IP addresses shall belong only to AIM Consulting, and Customer shall have no right to use that Domain Name except as permitted by AIM Consulting in its sole discretion in connection with the Services, during the term of this Agreement. AIM Consulting shall maintain and control ownership of all Internet Protocol numbers, web site addresses and domain names that may be assigned to Customer by AIM Consulting, and AIM Consulting reserves the right to change or remove any and all such Internet Protocol numbers, web site addresses and domain names, in its sole and absolute discretion.

6. Caching

Customer expressly (i) grants to AIM Consulting a license to cache the entirety of the Customer Content and Customer's web site, including content supplied by third parties, hosted by AIM Consulting under this Agreement and (ii) agrees that such caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights.

7. CPU Usage

Customer agrees that Customer has limits of CPU processing on any of AIM Consulting's servers. Any violation of this policy may result in corrective action by AIM Consulting, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in AIM Consulting's sole and absolute discretion. If AIM Consulting takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

8. Bandwidth and Disk Usage

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). AIM Consulting will monitor Customer's bandwidth and disk usage. AIM Consulting shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in AIM Consulting's sole and absolute discretion. If AIM Consulting takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

9. Property Rights

AIM Consulting owns all right, title and interest in and to the Services and AIM Consulting's and its trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Services and the related hardware, software and systems ("Marks"). Noting in this Agreement constitutes a license to Customer to use or resell the Marks.

10. Customer Web Site; E-Commerce; Customer Warranties

Customer shall be solely responsible for the content and operation of Customer's web site, online store and e-commerce activities, for all products and services offered by Customer or appearing online and for all contents and materials appearing online or on Customer's products, including, without limitation (i) the accuracy and appropriateness of the Customer Content and content and material appearing in its store or on its products, (ii) ensuring that

the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and (iii) ensuring that the Customer Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. Customer shall be solely responsible for accepting, processing and filling customer orders and for handling customer inquiries or complaints. Customer shall be solely responsible for the payment or satisfaction of any and all taxes associated with its web site and online store.

Customer shall be responsible for the security and confidentiality of any customer information (including, without limitation, customer credit card numbers) that Customer may receive as a result of its web site or online store.

Customer represents and warrants to AIM Consulting that Customer owns or has the right to use the Customer Content and material contained therein, including all text, graphics, sound, music, video, programming, scripts and applets, and the use, reproduction, distribution and transmission of the Customer Content and any information and materials contained therein does not, and will not, (i) infringe or misappropriate any copyright, patent, trademark, trade secret or any other proprietary right of a third party, (ii) violate any criminal laws or (iii) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity or violate any other law or regulation. Customer grants AIM Consulting the right to reproduce, copy, use and distribute all and any portion of the Customer Content to the extent needed to provide and operate the Services.

11. Disclaimer of Warranty

Customer agrees to use all Services and any information obtained through or from AIM Consulting, at Customer's own risk. Customer acknowledges and agrees that AIM Consulting exercises no control over, and accepts no responsibility for, the content of the information passing through AIM Consulting's host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NONE OF AIM Consulting, ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, AN "AIM Consulting PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT AIM Consulting PROVIDES. NO AIM Consulting PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. AIM Consulting IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE SERVICES PROVIDED BY AIM Consulting. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY AIM Consulting PERSON WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

12. Indemnification

Customer agrees to indemnify, defend and hold harmless AIM Consulting and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) Customer's use of the Services, (ii) any violation by Customer of the Usage Policy, (iii) any breach of any representation, warranty or

covenant of Customer contained in this Agreement or (iv) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

13. Limitation of Liability

Customer agrees that no AIM Consulting Person, under any circumstances, shall be held responsible or liable for situations where the Services are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to AIM Consulting at the time) which may exist in the Services or AIM Consulting's equipment used to provide the Services.

Under no circumstances, including negligence, shall any AIM Consulting Person be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Customer, any of its customers, any Reseller Customer or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if AIM Consulting has been advised of the possibility of such damages. No AIM Consulting Person shall be liable to Customer, any of its customers, any Reseller Customer or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to AIM Consulting's records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, AIM Consulting's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

Customer understands, acknowledges and agrees that if AIM Consulting takes any corrective action under this Agreement because of an action of Customer or one of its customer or a Reseller Customer, that corrective action may adversely affect other customers of Customer or other Reseller Customers, and Customer agrees that AIM Consulting shall have no liability to Customer, any of its customers or any Reseller Customer due to such corrective action by AIM Consulting.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

14. Force Majuro

AIM Consulting shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

This Agreement shall be governed in all respects by Connecticut law without regard to the conflict of law provisions thereof. Both parties submit to personal jurisdiction in Connecticut. Any controversy or claim arising out of, relating to or in connection with this Agreement, or the breach thereof, shall be subject to arbitration administered by the American Arbitration Association ("AAA") in accordance with its then existing Commercial Arbitration Rules (collectively, the "AAA Rules") and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be New

Haven, Connecticut, or any other place selected by mutual agreement of the parties. An award rendered in connection with an arbitration pursuant to this Section shall be final and binding upon the parties and the parties agree and consent that the arbitral award shall be conclusive proof of the validity of the determinations of the arbitrations set forth in the award, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. The parties agree that the award of the arbitral tribunal will be the sole and exclusive remedy between them regarding any and all claims and counterclaims between them with respect to the subject matter of the arbitrated dispute. The parties hereby waive all in personae jurisdictional defenses in connection with any arbitration hereunder or the enforcement of an order or award rendered pursuant thereto. In any legal action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this section shall survive any termination of this Agreement.

15. Assignment

Customer shall not have the right to assign this Agreement without the prior written consent of AIM Consulting. This Agreement shall be binding upon and inure to the benefit of Customer and AIM Consulting and their successors and permitted assigns.

16. Entire Agreement; Severability

This Agreement, together with the Order Form and any other documents or agreements specifically identified in this Agreement, represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

Customer hereby represents that he, she or it is either, an individual entering this Agreement for his or her personal use and is over 18 years of age, or a corporation, limited partnership or other legal entity, duly organized, validly existing and in good standing under the laws of the state of its organization and the person acting on behalf of Customer is duly authorized to accept, execute and deliver this Agreement on behalf of Customer.