



General Hosting Agreement

This Agreement is between AimsHotline, with offices at 1633 E Fourth St, Suite 260, Santa Ana, CA 92701, hereinafter referred to as AIMS, and an end user, hereinafter referred to as Customer, who is utilizing products and services provided by AIMS.

1. PRICES:

All prices for services provided by AIMS to Customers are U.S. dollars. Customers shall be responsible for paying all taxes of any nature which become due with regard to AIMS services, except for taxes on AIMS's income, irrespective of which party may be responsible for reporting or collecting such taxes.

2. ORDER ACCEPTANCE, PAYMENT:

All orders are subject to acceptance by AIMS. An order will be deemed accepted by AIMS when written confirmation of the order is sent to the Customer. AIMS may refuse to accept any order, or delay acceptance pending fulfillment of conditions AIMS may choose to impose. Initial order payments must be received along with a signed hosting order prior to the commencement of service. Subsequent payments for services and all other fees must be received on or before the due date or service will be discontinued. A \$95.00 re-connection fee will be charged for the reinstating of any services that have been terminated. By accepting this agreement, customer has authorized credit card payment for services on a quarterly. AIMS will charge the credit card automatically on the appropriate anniversary date. If the credit card authorization is invalid for any reason, the customer will be notified and given three (3) days to make other arrangements before service is disconnected. If payment is by check the check must be received by AIMS ten (10) business days prior to due date. The start of all services shall be on the date of payment acceptance.

3. PAYMENT AND TERMS:

Payment shall be made to AIMS in U.S. dollars. Hosting services are billed in advance, per calendar quarter to Customer's credit card. Customer's authorization for credit card billing is acceptance of all terms and conditions of this agreement.

All sales are final, NO REFUNDS. To terminate service and end participation in credit card billing, Customer must notify AIMS (see paragraph 14) at least 10 days prior to the next billing cycle. If service is terminated prior the end of the current billing cycle, AIMS will not be required to refund any portion of your prepaid fees.



General Hosting Agreement

4. RULES AND REGULATIONS:

AIMS may impose reasonable rules and regulations regarding the use of its products and services from time to time. Customers shall impose such rules and regulations on its employees and customers to the extent necessary to ensure compliance.

5. LIMITATION OF AIMS'S OBLIGATIONS AND LIABILITY:

- a) AIMS will utilize its best efforts to maintain acceptable level of performance of the services contracted for, but AIMS makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. AIMS cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. AIMS will not be liable for the inadvertent disclosure of, or corruption or erasure of data transmitted or received or stored on its system. AIMS shall not be liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss or data, inability to access Internet or inability to transmit or receive information caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of AIMS.
- b) AIMS may discontinue any product or service, or may require fulfillment of conditions AIMS may choose to impose as a prerequisite for continuing a product or service. Any such intent for discontinuation or imposition of new requirements will be delivered via fax or email at least thirty (30) days in advance of any such changes.
- c) The only warranty and/or guarantee offered by AIMS is an "unconditional 30-day money back guarantee". If within, 30 calendar days of installation, the customer wishes his money back, it will be refunded regardless of reason. The money back guarantee includes any monies received for monthly hosting fees but does not and will not include any account set up fees, programming fees, or usage fees. No other warranty or guarantee is implied or exists within this agreement.
- d) AIMS's liability to Customer, and any end user is limited to the amount paid to and received by AIMS. In no event shall AIMS be liable to person and/or entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if AIMS has been advised of the possibility of such damage.
- e) Customer will take all necessary measures to preclude AIMS from being made a party to any lawsuit or claim regarding AIMS services provided to any Customer or



General Hosting Agreement

end user. Customer hereby agrees to indemnify and hold harmless AIMS from any and all claims or whatever nature brought by any of Customer's customers against AIMS in excess of the remedy set forth in paragraph 5 (d).

6. PROPERTY RIGHTS

AIMS owns all rights, title and interest in AIMS's trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This agreement does not constitute a license to Customer to use AIMS's trade names or service marks. The use by Customer of the other property rights mentioned here is authorized only for the purpose of marketing and selling services covered by this Agreement.

7. CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with AIMS hereunder, it may have access to certain information and materials relating to AIMS's business, customers, software technology, and marketing strategies that is confidential and of substantial value to AIMS, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by AIMS. Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Customer of any such confidential information in its possession, and all confidential materials shall be returned to AIMS or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, AIMS shall be entitled to injunctive relief, which relief shall not be contested by Customer.

8. RELATIONSHIP OF THE PARTIES

The relationship between AIMS and Customer is that of vendor and vendee. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Customer has no authority, apparent or otherwise, to contract for or on behalf of AIMS, or in any other way legally bind AIMS in any fashion, nor shall Customer be authorized to make any representations about AIMS or its services other than to set forth AIMS's responsibilities as outlined in this agreement.



General Hosting Agreement

9. DISPUTES

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 7, shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Santa Ana, California, or at another location if the parties so agree. The arbitration shall take place before an arbitration panel chosen as follows:

The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator, and shall pay half of the other costs of the arbitration proceedings. Each party shall have the right to have the proceedings transcribed. The arbitrators shall not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Should any legal action permissible under this agreement be instituted to enforce the terms and conditions of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

10. TERM, TERMINATION:

The contract shall automatically be renewed on a quarterly basis through recurring credit card billing (see paragraph 3) unless terminated in one of the following ways:

By AIMS, upon thirty (30) days written notice, if Customer breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.

By AIMS, upon sixty (60) days written notice, if

AIMS provides Customer with written notice of the specific reasons for its belief in this regard, and



General Hosting Agreement

Customer has not cured by the end of the 60 days.

By AIMS, immediately upon giving written notice to Customer, in the event that

Any credit card, bank draft or check delivered by Customer to AIMS in payment of products and/or services is returned unpaid and Customer fails to remedy such nonpayment within five business days;

Customer is more than sixty (60) days behind in payment of its account with AIMS;

There are instituted bankruptcy or insolvency proceedings against Customer, which are not vacated within sixty (60) days from the date of filing;

Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency ; or

Customer makes an assignment of all or part of its assets for the benefit of creditors.

By AIMS immediately, if Customer attempts to assign all or any part of this Agreement without AIMS's prior written approval;

By AIMS immediately, if Customer fails to cause AIMS to be informed in writing immediately on the happening of any event specified in this section;

By Customer, immediately upon giving written notice to AIMS, if;

There are instituted bankruptcy or insolvency proceedings against AIMS, which are vacated within sixty (60) days from the date of filing;

AIMS institutes voluntary bankruptcy/insolvency proceedings, or otherwise admits insolvency;

AIMS makes an assignment of all or part of its assets for the benefit of creditors; or

AIMS fails to cause Customer to be informed in writing immediately on the happening of any event specified in this section.

The provisions of paragraphs 6 and 7 survive any termination of this agreement.

11. NONASSIGNABILITY

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of AIMS, which consent shall not be unreasonably refused.



12. PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. AIMS and Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

13. APPLICABLE LAW, JURISDICTIONAL MATTERS

This agreement takes effect when accepted by AIMS in California. It is to be governed by and construed under the laws of the State of California and the United States of America. The federal and state courts of the State of California shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. Customer hereby expressly consents to (1) the jurisdiction of the courts of California (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by AIMS. To the extent permissible by the law of Customer's jurisdiction, Customer waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention.

14. NOTICES

Except with respect to service of process as set forth in contract, all notices may be sent by e-mail, fax, or express mail to the e-mail address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

15. ENTIRE AGREEMENT: MODIFICATIONS

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. AIMS may make changes to this agreement upon thirty (30) days written notice to Customer, advising of the change and the effective date thereof. Utilization of AIMS services by Customer and/or its Customers following the effective date of such change(s). Otherwise, this agreement may not be modified except by the written consent of both parties.