

PRODUCT TERMS AND CONDITIONS

IMPORTANT; READ CAREFULLY BEFORE DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILE(S) AND / OR SUBSCRIBING TO SERVICES CONTAINED HEREWITH

THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS FOR ALL PRODUCTS PURCHASED FROM WWW.BUILDINGMOC.COM. EACH SECTION (I, II, III, IV, ...) REPRESENTS A SPECIFIC AGREEMENT. FOLLOWING IS A GUIDE TO THE APPLICABILITY OF THE SECTIONS TO THE PRODUCTS. IN SOME CASES, MULTIPLE AGREEMENTS APPLY.

PRODUCT	ONE-TIME	SUBSCRIPTION
DIGITAL DOWNLOAD (PDF), INDIVIDUAL LICENSE	I	III
DIGITAL DOWNLOAD (PDF), SITE LICENSE	II	IV
PRINTED BOOK	N/A	V
BUNDLE DIGITAL DOWNLOAD (PDF), INDIVIDUAL LICENSE, PRINTED BOOK	I	I,V
BUNDLE DIGITAL DOWNLOAD (PDF), SITE LICENSE, PRINTED BOOK	II	IV,V

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I. DIGITAL DOWNLOAD, INDIVIDUAL LICENSE, ONE-TIME

THE COPYRIGHTED STANDARD(S) AND OTHER INFORMATION PROVIDED HEREWITH ARE LICENSED (NOT SOLD). BY DOWNLOADING ANY FILE PROVIDED HEREWITH TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PRIOR TO DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILES(S), YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, Building Maintenance Optimization Consultants, Inc. ("BMO"), a Georgia Corporation, grants you a personal, non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:

(a) This Agreement does not convey to you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms of this Agreement.

(b) You may install one (1) copy of the Product on, and permit access to it by, a single computer owned, leased or otherwise controlled by you. In the event that computer becomes dysfunctional, such that you are unable to access the Product, you may transfer the Product to another computer, provided that the Product is removed from the computer from which it is transferred and the use of the Product on the replacement computer otherwise complies with the terms of this Agreement. You may print one (1) copy of the Product for personal use only. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. You shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer the Product, or remove any proprietary notice or label appearing on any of the Product. You may make one (1) copy of the Product for backup purposes only.

(c) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. You acknowledge and agree that all provisions regarding the usage and copying of the Product in this Agreement replace all otherwise applicable limitations and privileges under the U.S. Copyright law, including, without limitation, the fair use doctrine. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

(d) You shall provide BMO or any designee of BMO with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance

with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with BMOC and any of its designees to assure compliance.

2. PROPRIETARY RIGHTS:

(a) Subject to the limited rights expressly granted hereunder, BMOC reserve all rights, title and interest in and to the Product(s), including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

(b) You shall not (i) permit any third party to access the Product(s) except as permitted herein or in an order, (ii) create derivate works based on the Product(s) except as authorized herein, (iii) copy, frame or mirror any part or content of the Product(s), other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the Product(s), or (v) access the Product(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Product(s).

(d) BMOC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, recommendations or other feedback provided by you, including users, relating to the operation of the Product(s).

3. LIMITED WARRANTY:

(a) BMOC warrants for your benefit alone that, unless disclosed in the Product to the contrary, Owner and/or licensed distributor of the Product have granted BMOC the right to license the Product to you.

(b) THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT AND BMOC MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. BMOC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

4. INDEMNIFICATION:

The Owner, BMOC, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members (the "BMOC and Owner Indemnified Parties") shall have no liability for, and you shall defend, indemnify and hold each of the BMOC and Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

5. LIMITATION OF LIABILITY:

(a) You acknowledge that each of BMOC and Owner's and/or Product distributor's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not BMOC or Owner or the Product's distributor has been advised of their possibility, neither BMOC nor Owner nor any distributor of the Product nor any of their representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) If at any time an allegation of infringement of any rights of any third party is made, or in BMOC or Owner's or Product distributor's opinion is likely to be made, with respect to any of the Product, BMOC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee in return for you ceasing to use the Product. BMOC, the Owner and the Product distributor shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b), BMOC and/or Owner's and/or Product distributor's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amount of the License Fee paid by you for the Product subject to any such claim.

(c) Section 4(b) states the entire liability of BMOC and Owner and distributor of the Product with respect to an infringement or alleged infringement of any third party rights of any kind whatsoever by use of the Product.

6. TERMINATION:

This Agreement may be terminated immediately by BMOC or Owner or distributor of the Product upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall, within ten (10) days, return files(s) on diskette(s), if any, to BMOC and certify in writing to BMOC that the Product, and any copy, has been deleted from your computer and is eliminated from your premises. Sections 2, 3, 4, 5, 7, 8 and 9 shall survive the termination of this Agreement.

7. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Georgia without reference to its conflict of laws provisions. You consent to exclusive jurisdiction and venue of the state and federal courts sitting in the State of Georgia.

8. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive agreement between BMOC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of BMOC and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. This Agreement and the rights granted to you may not be assigned or assignable, in whole or in part. For purposes of this Agreement, Owner shall be deemed to be a third party beneficiary, with full rights to enforce its intellectual property rights hereunder.

9. EXPORT:

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

II. DIGITAL DOWNLOAD, SITE LICENSE, ONE-TIME

THE COPYRIGHTED STANDARD(S) AND OTHER INFORMATION PROVIDED HERewith ARE LICENSED (NOT SOLD). BY DOWNLOADING ANY FILE PROVIDED HERewith TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PRIOR TO DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILES(S), YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, Building Maintenance Optimization Consultants, Inc. ("BMOc"), a Georgia Corporation, grants you a personal, non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:

(a) This Agreement does not convey to you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms of this Agreement.

(b) You may install one (1) copy of the Product on a single server owned, leased or otherwise controlled by your organization. You or your organization may permit access to this product to anyone employed by your organization that has access to the server. In the event that server becomes dysfunctional, such that you or your organization are unable to access the Product, you or your organization may transfer the Product to another server, provided that the Product is removed from the server from which it is transferred and the use of the Product on the replacement server otherwise complies with the terms of this Agreement. You or your organization may print three (3) copies of the Product for inter-organizational use only. You or your organization shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer the Product, or remove any proprietary notice or label appearing on any of the Product. You or your organization may make one (1) copy of the Product for backup purposes only.

(c) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. You acknowledge and agree that all provisions regarding the usage and copying of the Product in this Agreement replace all otherwise applicable limitations and privileges under the U.S. Copyright law, including, without limitation, the fair use doctrine. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

(d) You shall provide BMOC or any designee of BMOC with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with BMOC and any of its designees to assure compliance.

2. PROPRIETARY RIGHTS:

(a) Subject to the limited rights expressly granted hereunder, BMOC reserve all rights, title and interest in and to the Product(s), including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

(b) You shall not (i) permit any third party to access the Product(s) except as permitted herein or in an order, (ii) create derivate works based on the Product(s) except as authorized herein, (iii) copy, frame or mirror any part or content of the Product(s), other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the Product(s), or (v) access the Product(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Product(s).

(d) BMOC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, recommendations or other feedback provided by you, including users, relating to the operation of the Product(s).

3. LIMITED WARRANTY:

(a) BMOC warrants for your benefit alone that, unless disclosed in the Product to the contrary, Owner and/or licensed distributor of the Product have granted BMOC the right to license the Product to you.

(b) THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT AND BMOC MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. BMOC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

4. INDEMNIFICATION:

The Owner, BMOC, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members (the "BMOC and Owner Indemnified Parties") shall have no liability for, and you shall defend, indemnify and hold each of the BMOC and Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

5. LIMITATION OF LIABILITY:

(a) You acknowledge that each of BMOC and Owner's and/or Product distributor's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not BMOC or Owner or the Product's distributor has been advised of their possibility, neither BMOC nor Owner nor any distributor of the Product nor any of their representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) If at any time an allegation of infringement of any rights of any third party is made, or in BMOC or Owner's or Product distributor's opinion is likely to be made, with respect to any of the Product, BMOC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee in return for you ceasing to use the Product. BMOC, the Owner and the Product distributor shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b), BMOC and/or Owner's and/or Product distributor's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amount of the License Fee paid by you for the Product subject to any such claim.

(c) Section 4(b) states the entire liability of BMOC and Owner and distributor of the Product with respect to an infringement or alleged infringement of any third party rights of any kind whatsoever by use of the Product.

6. TERMINATION:

This Agreement may be terminated immediately by BMOC or Owner or distributor of the Product upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall, within ten (10) days, return files(s) on diskette(s), if any, to BMOC and certify in writing to BMOC that the Product, and any copy, has been deleted from your computer and is eliminated from your premises. Sections 2, 3, 4, 5, 7, 8 and 9 shall survive the termination of this Agreement.

7. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Georgia without reference to its conflict of laws provisions. You consent to exclusive jurisdiction and venue of the state and federal courts sitting in the State of Georgia.

8. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive agreement between BMOC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of BMOC and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. This Agreement and the rights granted to you may not be assigned or assignable, in whole or in part. For purposes of this Agreement, Owner shall be deemed to be a third party beneficiary, with full rights to enforce its intellectual property rights hereunder.

9. EXPORT:

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

III. DIGITAL DOWNLOAD, INDIVIDUAL LICENSE, SUBSCRIPTION

THE COPYRIGHTED STANDARD(S) AND OTHER INFORMATION PROVIDED HEREWITH ARE LICENSED (NOT SOLD). BY DOWNLOADING ANY FILE PROVIDED HEREWITH TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PRIOR TO DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILES(S), YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, Building Maintenance Optimization Consultants, Inc. ("BMOC"), a Georgia Corporation, grants you a personal, non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:

(a) This Agreement does not convey to you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms of this Agreement.

(b) You may install one (1) copy of the Product on, and permit access to it by, a single computer owned, leased or otherwise controlled by you. In the event that computer becomes dysfunctional, such that you are unable to access the Product, you may transfer the Product to another computer, provided that the Product is removed from the computer from which it is transferred and the use of the Product on the replacement computer otherwise complies with the terms of this Agreement. You may print one (1) copy of the Product for personal use only. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. You shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer the Product, or remove any proprietary notice or label appearing on any of the Product. You may make one (1) copy of the Product for backup purposes only.

(c) Product available to you via subscription service include updates and bulletins delivered via email as they are available and future editions of the full Product with all updates incorporated. New editions will include new content and features. New editions are not strictly calendar-based and may be released before or after the 1-year anniversary of the release of the previous edition.

(d) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. You acknowledge and agree that all provisions regarding the usage and copying of the Product in this Agreement replace all otherwise applicable limitations and privileges under the U.S. Copyright law, including, without

limitation, the fair use doctrine. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

(e) You shall provide BMOC or any designee of BMOC with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with BMOC and any of its designees to assure compliance.

(f) BMOC shall make the Product(s) available to you pursuant to this Agreement during a subscription term. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by BMOC regarding future functionality or features.

2. FEES AND PAYMENT FOR PURCHASED PRODUCT

(a) You shall pay all fees specified in all orders hereunder. Except as otherwise specified herein or in an order, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of user subscriptions purchased cannot be decreased during the relevant subscription term stated on the order form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for user subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

(b) You will provide BMOC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to BMOC. If you provide credit card information to BMOC, you authorize BMOC to charge such credit card for all Product(s) ordered for the initial subscription term and any renewal subscription term(s) as set forth in Section 7 of this Agreement. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order. If the order specifies that payment will be by a method other than a credit card, BMOC will invoice you in advance and otherwise in accordance with the relevant order. Unless otherwise stated in the order, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to BMOC and notifying BMOC of any changes to such information.

(c) If any charges are not received from you by the due date, then at BMOC's discretion, (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such

payment was due until the date paid, and/or (ii) We may condition future subscription renewals and orders on payment terms shorter than those specified in Section 3(b).

(d) If any amount owing by you under this or any other Agreement for BMOC services is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorized BMOC to charge to your credit card), BMOC may, without limiting BMOC's other rights and remedies, accelerate your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend BMOC services to you until such amounts are paid in full. BMOC will give you at least 7 days' prior notice that your account is overdue, in accordance with Section 9 of this Agreement, before suspending services to you.

(e) BMOC shall not exercise BMOC's rights under section 3(c) or 3(d) if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

(f) As it relates to on-line US domestic sales, fees will include local and state sales or use taxes when applicable. However, for all direct US domestic sales of products or services, sales or use tax will be separately stated on the invoice and you will be responsible for paying such taxes in a timely manner unless you provide a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes assessable by any foreign jurisdictions at the local, provincial or federal level. The taxes by foreign jurisdictions will be your responsibility. The term "taxes" for the purposes of this subsection does not include any gross or net income, franchise, capital, net worth, employee or similar taxes.

3. PROPRIETARY RIGHTS:

(a) Subject to the limited rights expressly granted hereunder, BMOC reserve all rights, title and interest in and to the Product(s), including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

(b) You shall not (i) permit any third party to access the Product(s) except as permitted herein or in an order, (ii) create derivative works based on the Product(s) except as authorized herein, (iii) copy, frame or mirror any part or content of the Product(s), other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the Product(s), or (v) access the Product(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Product(s).

(d) BMOC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, recommendations or other feedback provided by you, including users, relating to the operation of the Product(s).

4. LIMITED WARRANTY:

(a) BMOC warrants for your benefit alone that, unless disclosed in the Product to the contrary, Owner and/or licensed distributor of the Product have granted BMOC the right to license the Product to you.

(b) THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT AND BMOC MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. BMOC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

5. INDEMNIFICATION:

The Owner, BMOC, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members (the "BMOC and Owner Indemnified Parties") shall have no liability for, and you shall defend, indemnify and hold each of the BMOC and Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

6. LIMITATION OF LIABILITY:

(a) You acknowledge that each of BMOC and Owner's and/or Product distributor's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not BMOC or Owner or the Product's distributor has been advised of their possibility, neither BMOC nor Owner nor any distributor of the Product nor any of their

representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) If at any time an allegation of infringement of any rights of any third party is made, or in BMOC or Owner's or Product distributor's opinion is likely to be made, with respect to any of the Product, BMOC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee in return for you ceasing to use the Product. BMOC, the Owner and the Product distributor shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b), BMOC and/or Owner's and/or Product distributor's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amount of the License Fee paid by you for the Product subject to any such claim.

(c) Section 4(b) states the entire liability of BMOC and Owner and distributor of the Product with respect to an infringement or alleged infringement of any third party rights of any kind whatsoever by use of the Product.

7. TERMINATION

(a) This Agreement commences on the date you accept it and continues until all user subscriptions granted in accordance with this Agreement have expired or been terminated.

(b) Subscriptions purchased by you commence on the start date specified in the applicable order and continue for the subscription term specified therein. Except as otherwise specified in the applicable order, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at BMOC's then-current pricing, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

(c) Notwithstanding anything to contrary, BMOC may terminate this Agreement, all of your user subscriptions, and your access to the Product(s) (i) for cause upon 30 days written notice to you of a material breach if such breach remains uncured at the expiration of such period, or (ii) at any time upon 30 days written notice. You may terminate this Agreement for cause upon 30 days written notice to BMOC of a material breach if such breach remains uncured at the expiration of such period.

(d) Upon any termination for cause by you, BMOC shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by BMOC, you shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

(e) Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall, within ten (10) days, return files(s) on diskette(s), if any, to BMOC and certify in writing to BMOC that the Product, and any copy, has been deleted from your computer and is eliminated from your premises. Sections 2, 3, 4, 5, 6, 8, 9, 10 and 11 shall survive the termination of this Agreement.

8. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Georgia without reference to its conflict of laws provisions. You consent to exclusive jurisdiction and venue of the state and federal courts sitting in the State of Georgia.

9. NOTICES

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Product(s) system administrator designated by you.

10. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive Agreement between BMOC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or Agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of BMOC and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. This Agreement and the rights granted to you may not be assigned or assignable, in whole or in

part. For purposes of this Agreement, Owner shall be deemed to be a third party beneficiary, with full rights to enforce its intellectual property rights hereunder.

11. EXPORT:

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IV. DIGITAL DOWNLOAD, SITE LICENSE, SUBSCRIPTION

THE COPYRIGHTED STANDARD(S) AND OTHER INFORMATION PROVIDED HEREWITH ARE LICENSED (NOT SOLD). BY DOWNLOADING ANY FILE PROVIDED HEREWITH TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PRIOR TO DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILE(S), YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, Building Maintenance Optimization Consultants, Inc. ("BMO"), a Georgia Corporation, grants you a personal, non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:

(a) This Agreement does not convey to you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms of this Agreement.

(b) You may install one (1) copy of the Product on a single server owned, leased or otherwise controlled by your organization. You or your organization may permit access to this product to anyone employed by your organization that has access to the server. In the event that server becomes dysfunctional, such that you or your organization are unable to access the Product, you or your organization may transfer the Product to another server, provided that the Product is removed from the server from which it is transferred and the use of the Product on the replacement server otherwise complies with the terms of this Agreement. You or your organization may print three (3) copies of the Product for inter-organizational use only. You or your organization shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer the Product, or remove any proprietary notice or label appearing on any of the Product. You or your organization may make one (1) copy of the Product for backup purposes only.

(c) Product available to you via subscription service include updates and bulletins delivered via email as they are available and future editions of the full Product with all updates incorporated. New editions will include new content and features. New editions are not strictly calendar-based and may be released before or after the 1-year anniversary of the release of the previous edition.

(d) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. You acknowledge and agree that all provisions regarding the usage and copying of the Product in this Agreement replace all otherwise

applicable limitations and privileges under the U.S. Copyright law, including, without limitation, the fair use doctrine. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

(e) You shall provide BMOC or any designee of BMOC with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with BMOC and any of its designees to assure compliance.

(f) BMOC shall make the Product(s) available to you pursuant to this Agreement during a subscription term. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by BMOC regarding future functionality or features.

2. FEES AND PAYMENT FOR PURCHASED PRODUCT

(a) You shall pay all fees specified in all orders hereunder. Except as otherwise specified herein or in an order, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of user subscriptions purchased cannot be decreased during the relevant subscription term stated on the order form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for user subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

(b) You will provide BMOC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to BMOC. If you provide credit card information to BMOC, you authorize BMOC to charge such credit card for all Product(s) ordered for the initial subscription term and any renewal subscription term(s) as set forth in Section 7 of this Agreement. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order. If the order specifies that payment will be by a method other than a credit card, BMOC will invoice you in advance and otherwise in accordance with the relevant order. Unless otherwise stated in the order, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to BMOC and notifying BMOC of any changes to such information.

(c) If any charges are not received from you by the due date, then at BMOC's discretion, (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such

payment was due until the date paid, and/or (ii) We may condition future subscription renewals and orders on payment terms shorter than those specified in Section 3(b).

(d) If any amount owing by you under this or any other Agreement for BMOC services is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorized BMOC to charge to your credit card), BMOC may, without limiting BMOC's other rights and remedies, accelerate your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend BMOC services to you until such amounts are paid in full. BMOC will give you at least 7 days' prior notice that your account is overdue, in accordance with Section 9 of this Agreement, before suspending services to you.

(e) BMOC shall not exercise BMOC's rights under section 3(c) or 3(d) if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

(f) As it relates to on-line US domestic sales, fees will include local and state sales or use taxes when applicable. However, for all direct US domestic sales of products or services, sales or use tax will be separately stated on the invoice and you will be responsible for paying such taxes in a timely manner unless you provide a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes assessable by any foreign jurisdictions at the local, provincial or federal level. The taxes by foreign jurisdictions will be your responsibility. The term "taxes" for the purposes of this subsection does not include any gross or net income, franchise, capital, net worth, employee or similar taxes.

3. PROPRIETARY RIGHTS:

(a) Subject to the limited rights expressly granted hereunder, BMOC reserve all rights, title and interest in and to the Product(s), including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

(b) You shall not (i) permit any third party to access the Product(s) except as permitted herein or in an order, (ii) create derivate works based on the Product(s) except as authorized herein, (iii) copy, frame or mirror any part or content of the Product(s), other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the Product(s), or (v) access the Product(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Product(s).

(d) BMOC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, recommendations or other feedback provided by you, including users, relating to the operation of the Product(s).

4. LIMITED WARRANTY:

(a) BMOC warrants for your benefit alone that, unless disclosed in the Product to the contrary, Owner and/or licensed distributor of the Product have granted BMOC the right to license the Product to you.

(b) THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT AND BMOC MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. BMOC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

5. INDEMNIFICATION:

The Owner, BMOC, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members (the "BMOC and Owner Indemnified Parties") shall have no liability for, and you shall defend, indemnify and hold each of the BMOC and Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

6. LIMITATION OF LIABILITY:

(a) You acknowledge that each of BMOC and Owner's and/or Product distributor's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not BMOC or Owner or the Product's distributor has been advised of their possibility, neither BMOC nor Owner nor any distributor of the Product nor any of their

representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) If at any time an allegation of infringement of any rights of any third party is made, or in BMOC or Owner's or Product distributor's opinion is likely to be made, with respect to any of the Product, BMOC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee in return for you ceasing to use the Product. BMOC, the Owner and the Product distributor shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b), BMOC and/or Owner's and/or Product distributor's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amount of the License Fee paid by you for the Product subject to any such claim.

(c) Section 4(b) states the entire liability of BMOC and Owner and distributor of the Product with respect to an infringement or alleged infringement of any third party rights of any kind whatsoever by use of the Product.

7. TERMINATION

(a) This Agreement commences on the date you accept it and continues until all user subscriptions granted in accordance with this Agreement have expired or been terminated.

(b) Subscriptions purchased by you commence on the start date specified in the applicable order and continue for the subscription term specified therein. Except as otherwise specified in the applicable order, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at BMOC's then-current pricing, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

(c) Notwithstanding anything to contrary, BMOC may terminate this Agreement, all of your user subscriptions, and your access to the Product(s) (i) for cause upon 30 days written notice to you of a material breach if such breach remains uncured at the expiration of such period, or (ii) at any time upon 30 days written notice. You may terminate this Agreement for cause upon 30 days written notice to BMOC of a material breach if such breach remains uncured at the expiration of such period.

(d) Upon any termination for cause by you, BMOC shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by BMOC, you shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

(e) Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall, within ten (10) days, return files(s) on diskette(s), if any, to BMOC and certify in writing to BMOC that the Product, and any copy, has been deleted from your computer and is eliminated from your premises. Sections 2, 3, 4, 5, 6, 8, 9, 10 and 11 shall survive the termination of this Agreement.

8. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Georgia without reference to its conflict of laws provisions. You consent to exclusive jurisdiction and venue of the state and federal courts sitting in the State of Georgia.

9. NOTICES

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Product(s) system administrator designated by you.

10. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive Agreement between BMOC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or Agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of BMOC and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. This Agreement and the rights granted to you may not be assigned or assignable, in whole or in

part. For purposes of this Agreement, Owner shall be deemed to be a third party beneficiary, with full rights to enforce its intellectual property rights hereunder.

11. EXPORT:

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

V. PRINTED BOOK, SUBSCRIPTION

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, Building Maintenance Optimization Consultants, Inc. ("BMO"), a Georgia Corporation, grants you a personal, non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:

(a) This Agreement does not convey to you an interest in or to the Product, but only a limited right of use, revocable in accordance with the terms of this Agreement.

(b) Product available to you via subscription service include updates and bulletins delivered via email as they are available and future editions of the printed Product with all updates incorporated. New editions will include new content and features. New editions are not strictly calendar-based and may be released before or after the 1-year anniversary of the release of the previous edition.

(c) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under U.S. copyright law and international copyright treaties. You acknowledge and agree that all provisions regarding the usage and copying of the Product in this Agreement replace all otherwise applicable limitations and privileges under the U.S. Copyright law, including, without limitation, the fair use doctrine. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

(d) You shall provide BMO or any designee of BMO with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with BMO and any of its designees to assure compliance.

(e) BMO shall make the Product(s) available to you pursuant to this Agreement during a subscription term. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by BMO regarding future functionality or features.

2. FEES AND PAYMENT FOR PURCHASED PRODUCT

(a) You shall pay all fees specified in all orders hereunder. Except as otherwise specified herein or in an order, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of user subscriptions purchased cannot be decreased during the relevant subscription term stated on the order form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for user subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

(b) You will provide BMOC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to BMOC. If you provide credit card information to BMOC, you authorize BMOC to charge such credit card for all Product(s) ordered for the initial subscription term and any renewal subscription term(s) as set forth in Section 7 of this Agreement. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order. If the order specifies that payment will be by a method other than a credit card, BMOC will invoice you in advance and otherwise in accordance with the relevant order. Unless otherwise stated in the order, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to BMOC and notifying BMOC of any changes to such information.

(c) If any charges are not received from you by the due date, then at BMOC's discretion, (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (ii) We may condition future subscription renewals and orders on payment terms shorter than those specified in Section 3(b).

(d) If any amount owing by you under this or any other Agreement for BMOC services is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorized BMOC to charge to your credit card), BMOC may, without limiting BMOC's other rights and remedies, accelerate your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend BMOC services to you until such amounts are paid in full. BMOC will give you at least 7 days' prior notice that your account is overdue, in accordance with Section 9 of this Agreement, before suspending services to you.

(e) BMOC shall not exercise BMOC's rights under section 3(c) or 3(d) if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

(f) As it relates to on-line US domestic sales, fees will include local and state sales or use taxes when applicable. However, for all direct US domestic sales of products or services, sales or use tax will be separately stated on the invoice and you will be responsible for paying such taxes in a timely manner unless you provide a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes assessable by any foreign jurisdictions at the local, provincial or federal level. The taxes by foreign jurisdictions will be your responsibility. The term "taxes" for the purposes of this subsection does not include any gross or net income, franchise, capital, net worth, employee or similar taxes.

3. PROPRIETARY RIGHTS:

(a) Subject to the limited rights expressly granted hereunder, BMOC reserve all rights, title and interest in and to the Product(s), including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

(b) You shall not (i) permit any third party to access the Product(s) except as permitted herein or in an order, (ii) create derivative works based on the Product(s) except as authorized herein, (iii) copy, frame or mirror any part or content of the Product(s), other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) reverse engineer the Product(s), or (v) access the Product(s) in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Product(s).

(d) BMOC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, recommendations or other feedback provided by you, including users, relating to the operation of the Product(s).

4. LIMITED WARRANTY:

(a) BMOC warrants for your benefit alone that, unless disclosed in the Product to the contrary, Owner and/or licensed distributor of the Product have granted BMOC the right to license the Product to you.

(b) THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT AND BMOC MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. BMOC EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

5. INDEMNIFICATION:

The Owner, BMOC, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members (the "BMOC and Owner Indemnified Parties") shall have no liability for, and you shall defend, indemnify and hold each of the BMOC and Owner Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product, including, without limitation, infringement of third party rights, by you and/or any of your directors, officers, employees, representatives, agents or contractors.

6. LIMITATION OF LIABILITY:

(a) You acknowledge that each of BMOC and Owner's and/or Product distributor's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not BMOC or Owner or the Product's distributor has been advised of their possibility, neither BMOC nor Owner nor any distributor of the Product nor any of their representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

(b) If at any time an allegation of infringement of any rights of any third party is made, or in BMOC or Owner's or Product distributor's opinion is likely to be made, with respect to any of the Product, BMOC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee in return for you ceasing to use the Product. BMOC, the Owner and the Product distributor shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in this Section 4(b), BMOC and/or Owner's and/or Product distributor's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amount of the License Fee paid by you for the Product subject to any such claim.

(c) Section 4(b) states the entire liability of BMOC and Owner and distributor of the Product with respect to an infringement or alleged infringement of any third party rights of any kind whatsoever by use of the Product.

7. TERMINATION

(a) This Agreement commences on the date you accept it and continues until all user subscriptions granted in accordance with this Agreement have expired or been terminated.

(b) Subscriptions purchased by you commence on the start date specified in the applicable order and continue for the subscription term specified therein. Except as otherwise specified in the applicable order, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at BMOC's then-current pricing, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

(c) Notwithstanding anything to contrary, BMOC may terminate this Agreement, all of your user subscriptions, and your access to the Product(s) (i) for cause upon 30 days written notice to you of a material breach if such breach remains uncured at the expiration of such period, or (ii) at any time upon 30 days written notice. You may terminate this Agreement for cause upon 30 days written notice to BMOC of a material breach if such breach remains uncured at the expiration of such period.

(d) Upon any termination for cause by you, BMOC shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by BMOC, you shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

(e) Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall, within ten (10) days, return files(s) on diskette(s), if any, to BMOC and certify in writing to BMOC that the Product, and any copy, has been deleted from your computer and is eliminated from your premises. Sections 2, 3, 4, 5, 6, 8, 9, 10 and 11 shall survive the termination of this Agreement.

8. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Georgia without reference to its conflict of laws provisions. You consent to exclusive jurisdiction and venue of the state and federal courts sitting in the State of Georgia.

9. NOTICES

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Product(s) system administrator designated by you.

10. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive Agreement between BMOC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or Agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of BMOC and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. This Agreement and the rights granted to you may not be assigned or assignable, in whole or in part. For purposes of this Agreement, Owner shall be deemed to be a third party beneficiary, with full rights to enforce its intellectual property rights hereunder.

11. EXPORT:

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.