



COMPUTER MONITORING SERVICES AGREEMENT

This Computer Monitoring Services Agreement (this “**Agreement**”) is entered into as of _____, 20__ by and between MedView Imaging, LLC, a Florida corporation d/b/a VegaBit Technologies (“**VegaBit**”), and _____ (“**Client**”).

RECITALS:

WHEREAS, Client desires to retain VegaBit to provide the services set forth herein at the Client’s business located at _____ (the “**Premises**”), and VegaBit desires to provide such services; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions pursuant to which VegaBit will provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties, intending to be legally bound, hereby agree as follows:

1. **Services to be Furnished by** VegaBit will furnish the monitoring services for Client’s Premises set forth in the Schedule of Services on **Exhibit A** attached hereto (“**Services**”), subject to the limitations and conditions set forth below in this Agreement. References in this Agreement to the “**Monitoring System**” shall include the equipment and software as described on **Exhibit A** attached hereto. The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Schedule of Services. The Services provided pursuant to this Agreement do not include provision of utilities and communication signals for the Monitoring System, or maintenance and/or repair of the equipment included in the Monitoring System.

2. **Commencement Date**. Following execution of this Agreement and payment of any deposit required hereunder, VegaBit shall diligently proceed to install the Monitoring System. The “**Commencement Date**” of this Agreement shall be the date on which the Monitoring System has been fully installed and communication signals have been tested by VegaBit.

3. **Term**. The Services to be furnished by VegaBit will be for a period of One (1) months commencing on the Commencement Date (the “**Initial Term**”), unless earlier terminated in accordance with the terms of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for additional terms of one (1) month (“**Renewal Period(s)**”) unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Period.

4. **Compensation.**

(a) **Fees.** Client agrees to pay VegaBit the fees set forth on **Exhibit B** (collectively the “**Service Rates**”) for the Service provided pursuant to this Agreement. VegaBit will invoice Client monthly, ten (10) days in advance of each month, for the Services to be provided hereunder. Invoices will be payable upon receipt by Client. All outstanding invoices not paid within ten (10) days of receipt thereof shall accrue interest at the rate set forth on **Exhibit B** hereto. Any and all sales and use taxes imposed or assessed by reason of this Agreement or its performance shall be paid by Client.

(b) **Change in Fees.** At any time after the Initial Term, VegaBit may increase the Service Rates or implement or increase service charges to meet changing costs, upon giving Client notice in writing prior to the month in which such increase will take effect.

(c) **Additional Fees.** The Services provided pursuant to this Agreement do not include maintenance and repair services. Repairs to or replacement of the Monitoring System or its components shall be the responsibility of Client. Client may separately request the provision of maintenance and repair services from VegaBit at the hourly rates set forth as Maintenance and Services Fees on **Exhibit B** hereto.

5. **Obligations of Client.** During the term of this Agreement, Client agrees to exclusively use VegaBit for the Services, and to provide, at Client’s sole expense, a telephone connection, high speed internet connection and electricity for operation of the Monitoring System. Client shall immediately notify VegaBit of any malfunctions of the communication link or power outages for lines used by the VegaBit equipment. Client understands that, due to the nature of the method used for communicating signals to VegaBit’s monitoring facility (the “**VegaBit Facility**”), there may be times when that communication method is not able to transmit signals and consequently, the VegaBit Facility will not receive any signals. Similarly, any other type of communication method installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of VegaBit and VegaBit shall have no responsibility for any such transmission failures. VegaBit assumes no liability for delays in the installation of the Monitoring System or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of VegaBit, and will not be required to supply Services to Client while such cause continues. Client will immediately notify VegaBit of any discovered malfunction or interruption of the communication transmission method utilized by the Monitoring System.

6. **Limited Warranty and Conditions.**

(a) Client acknowledges that VegaBit’s obligations hereunder are solely provide the Services as described in this Agreement and the Exhibits attached hereto. A default on the part of VegaBit, and any rights of Client related thereto, will arise only in the event that VegaBit fails to fulfill its obligations to provide the Services, as such obligations are set forth in this Agreement. Client acknowledges and agrees that VegaBit is not liable for losses which may occur in cases of malfunction of the Monitoring System.

(b) VegaBit is not the manufacturer of the equipment and software utilized in the Monitoring System and therefore does not guarantee the workmanship or any other aspect of the equipment or software comprising the Monitoring System. However, certain warranties may be

provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client.

(c) VegaBit shall not be liable for any loss or delay resulting from any event that is beyond the reasonable control of VegaBit, including acts of God, fire, flood, epidemic, pandemic or quarantine restrictions, catastrophic weather events, other natural disasters, terrorism, war or military hostilities, loss of internet, broadband or Wi-Fi connectivity or services, unexpected scarcity or unavailability of parts or components, inability of carriers to make scheduled deliveries, labor stoppage, strikes, riots, or civil commotion, freight or other embargoes. VegaBit's inability to cause the Monitoring System to operate or to provide Services as a result of such conditions shall not constitute a breach of this Agreement.

(d) Despite the best efforts of Client and VegaBit, staff members of Client may successfully download and install or access potentially unwanted and/or unapproved programs onto Client's network. In providing its services, if VegaBit notes any newly installed programs, VegaBit shall notify Client and assist Client in removing any such programs. Notwithstanding the foregoing, VegaBit shall not be liable to Client for any damages or losses incurred by Client resulting or arising from the downloading, installation or access of such programs by a staff member of Client.

(e) EXCEPT AS EXPRESSLY SET FORTH HEREIN, VEGABIT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MONITORING SYSTEM, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE MONITORING SYSTEM.

7. **Software and Equipment.**

(a) **Software.** Client acknowledges and agrees that all right, title and interest in and to the software set forth on Exhibit A belongs to and is owned by a third party that provides such software to VegaBit and that Client will not acquire any right, title or interest in the software by virtue of this Agreement other than the limited licenses expressly granted by VegaBit to Client set forth on **Exhibit C** attached hereto.

(b) **Equipment.** Ownership of the components of the Monitoring System are set forth in **Exhibit A**. If the Monitoring System is purchased by Client, then VegaBit will retain a security interest in the equipment until the full purchase price has been paid. Client shall maintain insurance adequate to cover the replacement costs of any of the equipment utilized in the Monitoring System at the Client's Premises.

8. **Confidentiality.** In the course of performing the Services described in this Agreement, VegaBit and Client acknowledge that they may come into possession of business information of the other party that is not published or readily available to the public, including, but not limited to, trade secrets, client or vendor information, pricing and contract information, training information, business plans, research, and other information pertaining to the business conducted by the other party ("**Confidential Information**"). Confidential Information shall not include information which is generally publicly known, is independently made available to a party in good faith by a third party who has not violated a confidential relationship with the disclosing party, or was known to such party prior to its disclosure by the disclosing party.

Client and VegaBit each acknowledge and agree that Confidential Information is important to and greatly affects the success of both parties in a competitive marketplace. Client and VegaBit agree that during the course of their relationship and at all times thereafter, each party shall hold in strictest confidence, and shall not use for such party's personal benefit of disclose, duplicate or communicate to or use for the direct or indirect benefit of any other person or entity, any Confidential Information without prior written consent of the other party.

9. Legal Compliance Obligations.

(a) Compliance with Applicable Law. In performing their obligations and exercising their rights under this Agreement, the parties will comply with all applicable laws, regulations, ordinances, and all governmental and regulatory authorities ("**Applicable Laws**"). In its use of the Services, Client may not take or fail to take any action that causes VegaBit to be in violation of Applicable Laws.

(b) Commitment to Information and Data Protection. Client agrees that it will comply with all Applicable Laws pertaining to the privacy or security of information or data in connection with its use of the Services including The Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and all applicable industry standards. VegaBit's obligations with regard to Protected Health Information (as defined under HIPAA) that might come within VegaBit's possession or knowledge in connection with the provision of the Services, are to be covered by the Business Associate Agreement between Client and VegaBit and are not governed by this Agreement. For purposes herein, "**Protected Information**" is defined as information or data, including Protected Health Information, personally identifiable financial information and other forms of personally identifiable information, the security and/or privacy of which is protected by Applicable Laws.

(c) Licenses and Permits. Each party warrants that it will be responsible for obtaining, and has financial responsibility for, all necessary licenses, consents, approvals, permits and authorizations required by Applicable Laws that are legally required to be obtained in connection with its rights and obligations under this Agreement.

(d) Security/Privacy Breach. If Client becomes aware of or suspects that there has been an actual or potential unauthorized acquisition, accessing, use, alteration, disclosure, compromise or loss of any Protected Information associated with or in connection with Client's use of the Services (a "**Data Breach**"), Client must promptly notify VegaBit of the Data Breach and take all actions required by Applicable Laws. Client acknowledges that VegaBit has no responsibility from, and Client releases VegaBit from all liability for, any Data Breach that is associated with or that is in connection with Client's use of the Services and the Monitoring System.

10. Termination.

(a) Termination by Mutual Consent. This Agreement may be terminated at any time upon mutual written consent of the parties hereto.

(b) Termination without Cause. This Agreement may be terminated by either party without cause by providing at least thirty (30) days prior written notice to the other party.

(c) Termination by VegaBit. VegaBit shall be entitled to terminate this Agreement immediately if: (i) if the equipment within Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue to provide the Services; (ii) Client fails to pay any amount when due as provided by this Agreement; or (iii) Client commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within such period, to commence and diligently prosecute to cure the breach within fifteen (15) days of receipt of written notice thereof.

(d) Termination by Client. Client shall be entitled to terminate this Agreement immediately if VegaBit commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within such period, to commence and diligently prosecute to cure the breach within fifteen (15) days of receipt of written notice thereof.

(e) Effect of Termination. In the event that either party terminates this Agreement, VegaBit shall be relieved of any further obligations to perform the Services under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services. In the event that VegaBit terminates this Agreement for cause pursuant to Section 10(c) of this Agreement, Client shall pay to VegaBit the termination fee set forth on **Exhibit B** hereto (the "**Termination Fee**"). VegaBit and Client agree that the Termination Fee is a reasonable estimation of the damages of cancellation due to the lost opportunity of using the equipment in another engagement and the loss of the value of the unexpired portion of the Agreement.

11. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT VEGABIT SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, POTENTIAL BUSINESS, REVENUES OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE SPECIAL, EXEMPLARY OR SIMILAR DAMAGES OR, OTHER THAN AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OR DAMAGES MADE BY CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. IN NO EVENT WILL VEGABIT'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID TO VEGABIT BY CLIENT UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR LIABILITY ACCRUED.

12. **Indemnification.**

(a) **Indemnification By VegaBit.** VegaBit will defend, indemnify and hold harmless Client and its officers, directors, managers, employees, contractors, and agents against all claims, allegations, actions, suits, loss, damages, and costs, including attorneys' fees ("Losses") arising out of or relating to: (i) an uncured material breach of this Agreement by VegaBit; (ii) the gross negligence or willful misconduct of VegaBit; or (iii) the knowing material violation of Applicable Laws by VegaBit. VegaBit will not be responsible for indemnifying Client under this Section if the Loss is caused by or at least in part attributable to: (A) Client's breach of this Agreement; (B) Client's use of the Monitoring System in an unreasonable or unauthorized manner; (C) software, equipment or services other than those provided by VegaBit to Client; or (D) Client's failure to implement a modification or update to the Monitoring System provided by VegaBit. VegaBit will not have responsibility for indemnifying Client under this Section if Client is in breach of this Agreement or Client has modified the Monitoring System.

(b) **Indemnification By Client.** Client will defend, indemnify and hold harmless VegaBit and its officers, directors, managers, employees, contractors, and agents against all Losses arising out of or relating to: (i) any uncured material breach of this Agreement by Client; (ii) the gross negligence or willful misconduct of Client; (iii) the knowing material violation of Applicable Laws by Client, (iv) claims asserted by Client's patients related to Client's operations; or (v) claims asserted by any other third parties arising out of or relating to this Agreement (whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification; provided, however, that this provision shall not apply to a claim for loss or damage solely and directly caused by grossly negligent acts or willful misconduct of VegaBit or its employees).

13. **Independent Contracting Parties.** It is expressly acknowledged by the parties hereto that VegaBit and Client are independent contracting parties. Nothing in this Agreement shall be construed to create an agency, employment, joint venture or partnership relationship. Each party shall be solely responsible for and shall comply with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes applicable to that party.

14. **Miscellaneous.**

(a) **Authority.** Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

(b) **Expenses.** Except as otherwise specifically provided herein, each party shall be solely responsible for all of its costs and other expenses incurred in connection with the performance of its obligations hereunder, and the other party hereto shall have no liability, obligation, or responsibility therefor.

(c) **Severability.** If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of appropriate jurisdiction or local, state or federal law, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement and all remaining provisions of this Agreement shall be deemed to be in full force and effect.

(d) **Governing Law.** This Agreement shall in all respects be governed, interpreted and construed in accordance with the laws of the state of Florida without giving effect to principles of comity or conflicts of laws thereof.

(e) Venue and Jurisdiction. Client and VegaBit hereby consent to the personal jurisdiction and venue of the state of Florida, and the federal courts of the United States of America located in Seminole County, Florida, and do hereby waive all questions of personal jurisdiction and venue, including, without limitation, the claim or defense that such courts constitute an inconvenient forum.

(f) Enforcement. The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any arbitration proceeding, trial or appellate proceedings.

(g) Notice. All notices required to be given under this Agreement must be in writing and delivered by (a) personal delivery; (b) registered or certified mail, in each case, return receipt requested and postage prepaid; (c) nationally or internationally recognized overnight courier, with all fees prepaid, or (d) electronic transmission, including electronic mail or facsimile, and addressed to the receiving party at the addresses listed below.

VegaBit: VegaBit Technologies
2655 Buttermilk Bay Ct #107
Oviedo, FL 32765
Attn: Ricky Vega

Client: _____

Attn: _____

A notice is deemed to have been received as follows: (i) upon receipt as indicated by the date on the signed receipt or electronic confirmation of receipt; or (ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(h) Waiver of Breach. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.

(i) Entire Agreement. This Agreement and the schedules and exhibits hereto constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

(j) Amendment. No amendment of this Agreement will be effective unless it is in writing and signed by all of the parties.

(k) Compliance with Laws. Each party hereto shall be responsible for complying with all applicable laws, ordinances and other regulations governing its activities hereunder.

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with all applicable health care laws.

(l) Rule of Construction. The parties further acknowledge and agree that this Agreement is the result of negotiations between the parties and will not be deemed or construed as having been drafted by any one party. Any rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement.

(m) Divisions and Headings. The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith are solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

(n) Assignment; Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(o) Waiver of Jury Trial. Any right to trial by jury with respect to any claim or proceeding relating to or arising out of this Agreement is waived by the Parties

(p) No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not confer any rights or remedies upon any person other than VegaBit and Client and their respective successors and permitted assigns.

(q) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission of any signed original document will be deemed the same as delivery of an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Administrative Services Agreement on the date first above written.

MedView Imaging, LLC, d/b/a VegaBit Technologies

By: _____

Name: Ricky Vega

Title: Head Technician

[_____]

By: _____

Name: _____

Title: _____

Exhibit A

Services

Description of Services:

Observer performs deep network monitoring using several protocols giving us a deeper look into internal office traffic.

Observer monitors customer devices ranging from Windows to Mac, networking hardware, as well as websites, DNS records, and email servers. Whether its software or hardware updates, vides routine maintenance across your entire business.

Observer has best-in-class remote access, providing quick and reliable support to address day-to-day IT-related interruptions.

Observer's state-of-the-art patching engine allows us to update operating systems as well third-party software, so you can rest easy knowing your systems are always up-to-date.

Observer tackles our client's security from various angles - we deploy and manage antivirus on the endpoints, monitor router firewall configuration for changes, manage and track backup jobs, and monitor traffic flow.

Observer provides IT expertise to help evaluate the health of your business and deliver a robust IT and security plan that will scale as your business grows.

Equipment/Software: ***VegaBit observer: HIPAA complaint monitoring software with includes commercial grade antivirus and remote office access. Observer client accounts for client access to office.***

Exhibit B

Service Rates

Service Rates:

Per Computer (Subject to Change)

Late Fees:

N/A (Subject to Change)

Termination Fee:

N/A (Subject to Change)

Maintenance and Service Fees:

Hourly onsite Repair Labor Rate (830-5, M-F)

After Hours/Weekend Support (x2 Rate)

Exhibit C

Software License Terms