

SALES AGREEMENT

This Sales Agreement ("Sales Agreement") is entered into this _____ (the "Effective Date"), by Etica, Inc. d/b/a HIPAA Vault located at 109 E. 17th St. Suite #5920, Cheyenne, WY 82001 ("HIPAA Vault"), and CUSTOMER, located at ADDRESS ("CUSTOMER"):

Company Name

Contact Name & Title

Corporate Address

Email Address & Telephone Number

1. Agreement and Relationship of the Parties Pursuant to the Terms and conditions of this Agreement and the documents entitled "**Business Associate Agreement**" *{only provided and required for sensitive data which requires regulatory compliance such as HIPAA}*, "**Acceptable Use Policy**", "**Service Level Agreement**", and "**Terms of Service**" (these items are collectively referred to as "**HIPAA Vault Documents**"), which are each hereby incorporated into and made a part of this Sales Agreement, HIPAA Vault agrees to provide to CUSTOMER for its exclusive use, and CUSTOMER agrees to pay to HIPAA Vault for the use by CUSTOMER of the services to be provided by HIPAA Vault ("Services"), including providing to CUSTOMER one or more dedicated servers or virtual machines. HIPAA Vault will administer and provide this Service in accordance with the terms and conditions contained herein and in the **HIPAA Vault Documents**.

The relationship between HIPAA Vault and CUSTOMER is that of service provider and CUSTOMER, respectfully. As such, neither HIPAA Vault nor CUSTOMER shall be considered to be an agent, representative, partner, joint venture, employee/employer, or franchisee of the other. By its execution of this Agreement and the accompanying Terms Agreement, each party is confirming that it has read and understands the terms and conditions relating to HIPAA Vault Services, and hereby agrees to be bound by such terms and conditions.

2. Service Description HIPAA Vault agrees to provide the use of a server to CUSTOMER, for the exclusive use of CUSTOMER, excepting normal system administration as required by HIPAA Vault in order to maintain server stability, at the prices quoted. HIPAA Vault will administer and maintain Service for the CUSTOMER in accordance with the Terms contained herein, including HIPAA Vault designating the assigned data center in which these systems reside. The fees include initial setup and installation services as provided by HIPAA Vault. The Services are listed in **Appendix A**. For information regarding warranties and other terms of service, refer to the **HIPAA Vault Documents**.

3. Term of Service The initial Term of this Agreement shall begin on the date this Sales Agreement has been signed by both parties and shall continue for the following Term: 12 months. After the initial Term is completed [for services offered of one (1) year or greater], this Agreement will renew automatically on a monthly basis which will include a higher rate of pricing, until either party terminates this Agreement with a minimum of thirty (30) days prior written notice. For annual plans paid upfront, the agreement will renew on an annual, paid upfront, basis unless stated otherwise. Renewal pricing is subject to change.

4. Pricing HIPAA Vault calculates its billing cycles on a monthly basis, commencing on the date HIPAA Vault begins providing Services to CUSTOMER. In other words, the monthly billing cycle is calculated based upon the day Services begin, and for each subsequent monthly period. CUSTOMER accepts the base rate of \$2,337/quarter. The base rate is subject to change if the account is upgraded or Services rendered are modified; however, this Agreement is for a minimum monthly payment of 80% of the base rate. HIPAA Vault reserves the right to increase prices for month to month plans without notice.

5. Payment Terms CUSTOMER agrees to prepay for each month of Services provided by HIPAA Vault. HIPAA Vault reserves the right to terminate CUSTOMER Service based upon the failure to prepay for any given month of Services. In addition, CUSTOMER agrees that all setup and installation fees are non-refundable once setup and installation is completed. HIPAA Vault agrees that prorated refunds for unused time periods will be provided upon request, in the event of termination of Services, except as set forth in the provisions relating to termination of Services. If at any time CUSTOMER breaches any part of this Sales Agreement or the Terms Agreement and such breach remains uncured for thirty (30) days after HIPAA Vault provides CUSTOMER written notice detailing such breach, CUSTOMER will be responsible for and will pay any and all reasonable collections, attorney, and court fees and costs (to the extent that HIPAA Vault is the prevailing party in any action) incurred by HIPAA Vault in enforcing these Agreements. HIPAA Vault reserves the right to suspend server access to the internet and/or CUSTOMER if payment for services is not received in accordance with payment terms.

6. Past Due Payments Accounts not paid when due shall be subject to a late charge in the amount of one and one-half percent (1.5%) per month (being eighteen percent (18%) per annum). HIPAA Vault shall have the right to pursue any remedies at law or as provided herein and shall be entitled to reimbursement from CUSTOMER for HIPAA Vault fees and costs of collection including litigation, legal fees and costs (to the extent that HIPAA Vault is the prevailing party in any action).

7. Network Traffic Charges Network traffic calculations are performed on the billing cycle month. Monthly network traffic in excess of agreed to amount shall incur an additional monthly fee as set forth in this Agreement. Network traffic shall be measured by HIPAA Vault and may include all forms of traffic to and from the server, at the sole discretion of HIPAA Vault. All fees may be set and adjusted by HIPAA Vault from time to time, at the sole discretion of HIPAA Vault.

8. Indemnification To the fullest extent permitted by law, each party agrees to indemnify and hold the other party, its agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with the services and obligations to be performed under this Agreement brought by a third party or its Representatives based on: (a) material breach of any obligation or representation or warranty by the indemnifying party contained in this Agreement or the HIPAA Vault Documents, (b) breach of any applicable law by such indemnifying party, or (c) gross negligence or willful misconduct by such indemnifying party, or its Representatives.

9. Termination of Services HIPAA Vault offers a 30 Day Money Back Guarantee of which this request must be in writing from the CUSTOMER stating they wish to exercise this option. This guarantee will allow any customer to be released from the contract within the first 30 days of becoming a CUSTOMER if expectations of services provided are not satisfied by the CUSTOMER.

After completion of the initial Term as specified in Section 3, either party can terminate this Agreement for any reason upon thirty (30) days prior written notice of intent to terminate to the other party. Refunds will not be given for cancellation requests received after payment has run. HIPAA Vault shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. CUSTOMER agrees that HIPAA Vault has the right to monitor the servers electronically from time to time and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties. Upon prior written notice to CUSTOMER, HIPAA Vault reserves the right to remove or limit access to any information or materials, in whole or in part, that, in its sole discretion is unlawful.

Upon CUSTOMER's request for termination, if expectations of services provided are not satisfied, HIPAA Vault has the right and responsibility to provide a reasonable opportunity to cure the problem within reason prior to terminating this agreement. If CUSTOMER chooses to not allow HIPAA Vault the ability to help resolve any issue(s) that have arisen during the length of this agreement, then HIPAA Vault reserves the right to send the remaining balance of this contract to the collection agency for the outstanding balance due.

Upon termination of HIPAA Vault services, CUSTOMER data will be available for the CUSTOMER to retrieve it for a maximum of 10 business days after which it will become unrecoverable and no longer available for retrieval.

10. Credit Requests from CUSTOMER In order to receive credit, the subscriber must contact support in writing (email is acceptable). The credit only applies to future invoices and not to any invoices currently due or in arrears.

11. Return of Server All servers utilized by HIPAA Vault to provide its Services to CUSTOMER are, and shall remain, the property of HIPAA Vault. All HIPAA Vault equipment, including servers, in the possession of CUSTOMER shall be returned to HIPAA Vault upon the termination of this Agreement.

12. Breach / Default by CUSTOMER CUSTOMER shall be deemed to have breached this Agreement and or be in default (collectively referred to as "Breach") if any of the following occur:

- (a) Default for more than ten (10) days after payment to HIPAA Vault was due, (b) unless reasonably disputed. (c) Failure to comply with any term or condition in this Agreement or in HIPAA Vault Documents, where such failure continues for thirty (30) days after HIPAA Vault provides CUSTOMER written notice detailing such failure. (d) Any act of gross negligence, misuse or intentional wrongdoing by CUSTOMER (e) relating to the Services provided by HIPAA Vault.

13. Consequences of Breach or Default Should either party commit a breach beyond any applicable cure period, then (a) in the case of CUSTOMER breach, the total amount of all subscription fees that are owed by CUSTOMER to HIPAA Vault in the then-current Term shall be immediately due and payable. In the event CUSTOMER defaults on any payment due HIPAA Vault by ten (10) days, HIPAA Vault shall give written notice to CUSTOMER via email that CUSTOMER has forty-eight (48) hours to bring its account current or face possible termination of Services by HIPAA Vault. In addition, HIPAA Vault reserves the right to terminate its Services to any CUSTOMER who breaches any other term or condition of this Agreement and the HIPAA Vault Documents. (b) in the case of a HIPAA Vault breach or default, this Agreement shall automatically terminate, all subscription fees that are due and payable to HIPAA Vault up to the date of the breach or default shall be due and payable, and HIPAA Vault shall make available all CUSTOMER data for the CUSTOMER to retrieve it for a maximum of 60 business days after which it will become unrecoverable and no longer available for retrieval.

14. Warranties HIPAA Vault represents and warrants that (a) it has the right to provide the Service to CUSTOMER, and to permit CUSTOMER to use the Services as set forth in this Agreement; (b) it will perform all Services in accordance with industry standards and practices, the HIPAA Vault Documents and applicable law; (c) neither the Services, including any underlying technology, nor CUSTOMER's use of the Services in accordance with this Agreement, infringe or otherwise violate any third party rights or applicable law; and (d) it will store all CUSTOMER data securely and in accordance with industry standards practices, the HIPAA Vault Documents and applicable law.

EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY KIND FOR THE SERVICES BEING OFFERED OTHER THAN THOSE EXPRESSLY STATED HEREIN OR IN THE HIPAA VAULT DOCUMENTS. NO ADVICE OR INFORMATION PROVIDED BY HIPAA VAULT OR ITS AGENTS AND EMPLOYEES SHALL CREATE ANY WARRANTY. SPECIFICALLY, CUSTOMER UNDERSTANDS THAT HIPAA VAULT PROVIDES NO WARRANTIES OR GUARANTEES THAT THE SERVICE IT PROVIDES WILL NOT BE INTERRUPTED OR ERROR-FREE.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RELATE IN ANY WAY TO THE CUSTOMER, OR ANY THIRD PARTY USE OF OR INABILITY TO USE HIPAA VAULT SERVICES, INCLUDING SERVER CONTENT,

ACCESS TO THE INTERNET, AND RELIANCE ON SUCH SERVICES, WHETHER SUCH DAMAGES ARE THE RESULT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

15. Web Servers with Public Access It is the CUSTOMER sole responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through HIPAA Vault or on the Internet generally.

16. Misc. Provisions

a) Dispute Resolution and Mediation

Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to mediate, shall be resolved through mediation.

Mediation Process:

The parties agree to first attempt to resolve any dispute through informal discussions. If the dispute is not resolved within thirty (30) days, either party may initiate mediation by providing written notice to the other party.

The parties shall mutually select a mediator within fifteen (15) days of the initiation of mediation. If the parties cannot agree on a mediator, either party may request that the American Arbitration Association (AAA) or another agreed-upon mediation service appoint a mediator.

The mediation shall be conducted via video conference.

Mediation Costs:

The costs of mediation, including the mediator's fees and expenses, shall be shared equally by the parties. Each party shall bear its own costs and expenses, including attorneys' fees, in connection with the mediation.

Confidentiality:

The mediation shall be confidential, and the parties agree to maintain the confidentiality of the mediation process and any settlement discussions.

Provisional Remedies:

This clause shall not preclude parties from seeking provisional remedies in aid of mediation from a court of appropriate jurisdiction. Mediation is a prerequisite to the initiation of any legal action, and the parties agree to participate in good faith in the mediation process before pursuing any legal remedies.

b) Entire Agreement, Modification and Waiver This Agreement and the HIPAA Vault Documents, constitutes the entire agreement between the parties, and there are no other oral or written understandings or agreements relating to the Services to be provided by HIPAA Vault. Unless expressly stated otherwise, no term or condition of this Agreement and HIPAA Vault Documents may be amended, changed or modified, without the prior written consent from each party. No waiver by either party of any term or condition shall operate as a waiver of any other right, remedy or event of default on a future occasion. If there are any conflicts or inconsistencies between this Agreement and any of the other HIPAA Vault Documents, this Agreement shall control. HIPAA Vault will provide CUSTOMER with notice of any modification to the

“**Business Associate Agreement**”, “**Acceptable Use Policy**”, “**Service Level Agreement**”, and “**Terms of Service**” if HIPAA Vault modifies any of the “**Acceptable Use Policy**”, “**Service Level Agreement**”, and “**Terms of Service**”.

c) Enforceability of Agreements If any provision of either this Agreement or the HIPAA Vault Documents is found to be unenforceable or invalid, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable. In such an event, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties.

d) Assignment Neither party shall assign this Agreement and the HIPAA Vault Documents without the prior written consent of the other party, which consent shall not be unreasonably denied.

e) No Third-Party Beneficiaries This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third-party beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.

f) Counterparts This Agreement and the HIPAA Vault Documents may be executed in one or more counterparts, and by the different parties hereto in separate counterparts and delivered by facsimile, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SALES AGREEMENT

By signing this Agreement, CUSTOMER confirms that it has read and understands the terms and conditions contained herein and in the **HIPAA Vault Documents** referenced above and hereby agrees to be bound by such terms and conditions.

Signature page to follow.

SALES AGREEMENT

ON BEHALF OF CUSTOMER:

Company Name

Customer Name and Title of Authorizing Person

Gimon Anderson

Signature Date

Customer Name and Title of Authorizing Person

Christina Howitt

Signature Date

ON BEHALF OF ETICA INC d/b/a HIPAA Vault:

Name and Title of Authorizing Person

M. J. Adams

Signature Date