

Standard Service Agreement

This Agreement is made this Wednesday, October 16, 2013, between **HEALTH AXIS GROUP** ("Client") having its principal place of business at 5415 Mariner Street, Suite #222, Tampa, FL 33609 and **WESTSHORE TECHNOLOGIES, LLC**, having its principal place of business at 600 N. Willow Avenue, 2nd Floor, Tampa, FL 33606.

In consideration of Client retaining WESTSHORE TECHNOLOGIES, LLC, to perform Computer Consulting services for Client, it is agreed as follows:

1. Compensation

Client hereby retains WESTSHORE TECHNOLOGIES, LLC, and WESTSHORE TECHNOLOGIES, LLC, hereby agrees to perform the following services: Consulting services of WESTSHORE TECHNOLOGIES, LLC, as required by Client. WESTSHORE TECHNOLOGIES, LLC, will at various times perform services at Client 's headquarters, at other Client facilities, or at WESTSHORE TECHNOLOGIES ' s facilities, as directed by Client. WESTSHORE TECHNOLOGIES, LLC, will perform the services at various times and for various durations as directed by Client. The following fees shall apply:

Professional Services Fee Schedule

Services	Description of Services	Standard Rate (Hourly)*
Engineer Rate	Desktop Services and Support for workstations and routine server administration and engineering.	\$135.00
Senior Engineer Rate	Advanced Server administration and engineering, Virtualization, SAN, or Network Switching, Router, Wireless and Security device configuration.	\$150.00
Telecom Support Rate: Small Business Systems	Basic Configuration of Cisco UC500 Series systems. Does not include advanced configuration and call reporting.	\$150.00
Telecom Support Rate – Advanced Systems	Advanced Configuration of Cisco UC500 Series systems, mid to large or multisite phone systems and ancillary systems.	\$175.00
Management / Project Management Rate	Senior Management or Project Management consulting and services.	\$175.00

*Standard Rate applies Monday through Friday 8:00 a.m. to 5:00 p.m.

Trip Fee

A minimum trip fee of \$45.00 will be charged for each on-site visit for client's within 50 miles of our office or .75 per mile portal to portal, or as per current policy, at the time service(s) are delivered.

Support

Any Client phone support that is in excess of 15 minutes per call and requires an engineer's expertise will be billed in 15 minute increments. WESTSHORE TECHNOLOGIES, LLC, will not charge phone time for any call that is less than 15 minutes and does not involve research or utilization of additional resources to determine adequate solutions to the Client's inquiry.

Surcharges for "After Hours" Support

Monday - Friday 5:00pm - 8:00am, and weekends incurs fees at a 1.5 times (1.5x) above Standard Rate. Holidays incur fees at a 2 times (2x) Standard Rate.

Emergency Calls

If we receive a request for emergency service via email during the business day or after office hours on our "Emergency Hotline", all services will be billed at 1.5 times rates published above. Customer further acknowledges clients with existing retainer agreements are first priority for service and turn-around time. If you would like to receive more information about becoming a Managed Service customer, or other options offered to take advantage of discounted rates with priority service, please call our office and ask for Sales.

Other Fees

Reasonable and necessary business and travel expenses actually incurred by WESTSHORE TECHNOLOGIES, LLC, shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments located at the above-mentioned address of client. All such expenses in excess of \$25 and all travel plans must be approved in advance by Client. Additional expenses which may be billed to Client in addition to our Professional Service Fees noted above may include to such items as long-distance telephone calls, connect time and surcharges charged by others for research, 3rd party support, on-line information services, postage or package delivery, document copying services, document scanning services, graphic design services, programming services, and other supplies or services purchased or performed specifically for Client. Client shall be notified of any of these additional expenses, which are greater than \$50.00 (fifty dollars) before the expenses are incurred. WESTSHORE TECHNOLOGIES, LLC, shall provide detailed invoices and shall maintain and provide upon request, backup documentation for a period of up to one year from the date of the respective invoices.

2. Terms

Payment Terms for Professional Services Support Fees: WESTSHORE TECHNOLOGIES, LLC, shall bill Client on a weekly basis. Clients who have established credit terms shall make full payment for services within 15 calendar days from invoice date. Payment Terms for Hardware and Software: A 100% down payment is required for hardware and software upon acceptance of a quote. If WESTSHORE TECHNOLOGIES, LLC, is required to retain an attorney to collect any sums due under this Agreement, it shall be entitled to collect from Client, in addition to all damages, all costs of collection, including reasonable attorney 's fees and paralegals fees, including those incurred on appeal.

3. Warranties and Disclaimers by WESTSHORE TECHNOLOGIES, LLC.

WESTSHORE TECHNOLOGIES, LLC, represents and warrants to Client that it has the experience and ability to perform the services contemplated by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client ' s satisfaction.

Labor Support: WESTSHORE TECHNOLOGIES, LLC, shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike, or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, failure of third party hardware, firmware or software, or inability to obtain any materials, equipment, supplies, or power used in or needed for provision of the services requested by Client.

Back up: WESTSHORE TECHNOLOGIES, LLC, understands the importance of the Client ' s data and application software and strongly recommends that the Client backup its data on a daily basis and maintain back-ups of current licensed versions of all its application software (including operating systems). WESTSHORE TECHNOLOGIES, LLC, shall not be liable for any loss of Client data. It is the Client ' s sole responsibility to protect and back-up their proprietary information and application software (including operating systems). The Client assumes all risk of loss of data and application software (including operating systems) and resulting interruptions to its business operations due to such loss, and further acknowledges that the process of restoration of hardware, firmware and/or software may result in the unavoidable loss of Client data and application software (including operating systems) contained on the Client ' s hard drives or other storage media.

Virus Protection: WESTSHORE TECHNOLOGIES, LLC, understands the importance of the Client ' s data and strongly recommends that Client maintain the most up to date Anti-Virus software available. A lapse in Client ' s Anti-Virus software subscription will leave data vulnerable to receiving viruses and may result in loss of data. It is the Client ' s sole responsibility to protect its data by ensuring it has the most current and updated version of Anti-Virus protection software. Anti-Virus protection software is purchased with a limited subscription period of time.

Hardware/Software: WESTSHORE TECHNOLOGIES, LLC, is a reseller of hardware and software of many name brand manufacturers and software publishers. WESTSHORE TECHNOLOGIES, LLC, does not warrant the performance or integrity of any product, but merely passes through to the Client whatever end-user warranty the manufacturer or software publishers provide with their respective products. WESTSHORE TECHNOLOGIES, LLC, shall not be responsible for any changes in services that cause hardware, firmware or software to become obsolete, require modification or alteration, or otherwise affect the performance of the services.

4. Insurance

WESTSHORE TECHNOLOGIES, LLC, shall obtain and maintain during the term of this Agreement worker ' s compensation, motor vehicle and comprehensive general liability insurance covering its employees in the rendering of services under this Agreement.

5. Independent Contractor

Client acknowledges that the services rendered by WESTSHORE TECHNOLOGIES, LLC, under this Agreement shall be solely as an independent contractor. WESTSHORE TECHNOLOGIES, LLC, shall not enter into any contract or commitment on behalf of Client. Both parties agree that WESTSHORE TECHNOLOGIES, LLC, is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood and agreed by both parties that this Agreement does not create a joint venture or partnership of any kind between them.

6. Confidentiality

WESTSHORE TECHNOLOGIES, LLC, recognizes and acknowledges that this Agreement creates a confidential relationship between WESTSHORE TECHNOLOGIES, LLC, and Client and that information concerning Client ' s business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

7. Non-Disclosure

WESTSHORE TECHNOLOGIES, LLC, agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client ' s business. WESTSHORE TECHNOLOGIES, LLC, further agrees to bind its employees and subcontractors to the terms and conditions of paragraphs 6 and 7 of this Agreement.

8. Hiring of Other Party Personnel

Client and WESTSHORE TECHNOLOGIES, LLC, agree that they will not directly or indirectly solicit the employment of any personnel or agent of the other party who has been involved with the delivery of Services under this Agreement without the express written consent of the party employing such personnel or agent.

9. Grant

WESTSHORE TECHNOLOGIES, LLC, agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client ' s prior written consent. Any rights granted to WESTSHORE TECHNOLOGIES, LLC, under this Agreement shall not affect Client ' s exclusive ownership of the work product.

10. Office Rules

WESTSHORE TECHNOLOGIES, LLC, shall comply with all reasonable office rules and regulations, including security requirements of Client, when on Client's premises.

11. Conflict of Interest

WESTSHORE TECHNOLOGIES, LLC, shall not offer or give a gratuity of any type to any employee or agent of Client.

12. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. And venue for any action arising under or out of this Agreement shall be in Hillsborough County, Florida

13. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail addressed to such party at the address set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, Client and WESTSHORE TECHNOLOGIES, LLC, have duly executed this Agreement as of the day and year first above written.

WESTSHORE TECHNOLOGIES, LLC:

CLIENT: HEALTH AXIS GROUP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____