

June 29, 2015

Senscio Systems
1740 Massachusetts Avenue
Boxborough, MA 01719

Subject: Letter of Engagement

Senscio Systems is pleased to submit this letter of engagement to Rural Health Care, Inc. (RHCI) for execution of a pilot project using the Senscio system "Ibis" in support of RHCI patients.

Statement of Work:

Senscio Systems will provide equipment and support as outlined below:

- Ibis systems for 50 RHCI patients for a 12-month period.
 - Patient selection will be by the RHCI staff.
 - Installation, training and technical support will be provided by Senscio personnel.
 - This initial project will be based on current capabilities (protocols and alert systems) included in the Ibis system, as reviewed and approved by the RHCI staff.
- Senscio will provide a quantitative monthly report summarizing status, benefits and accomplishments of the project.
- Senscio will provide all patient advocate services; routine interactions and communications, routine monitoring of patient health status and behaviors, coaching and education as necessary and provide a direct line to the clinician structure as agreed to in the operations model. (Funding for this role described below)
- The initial program will run for a period of one year, beginning November 1, 2015.

Project Costs:

Project initiation: (1 time fee)

• Start-up fee for training and installations:	\$ 5,000.
• Ibis CareStations (50 total @ \$300/unit)	\$15,000
Hardware Total:	\$20,000
• Software License:	
○ System license (\$66/patient/month)	\$39,600
○ Monthly analytics (\$15/patient/month)	\$ 9,000
Software Total:	\$48,600
Program Total:	\$68,600

PO Box 386, Harvard, MA 0145
Tel: (978) 635-9090
www.sensciosystems.com

Additional project details:

- Senscio will support RHCI with patient selection through the use of the Senscio risk-stratification algorithm.
- Senscio will provide local program management/patient advocate services and agrees to the possibility of this individual transitioning to RHCI at the completion of the project.
- Funding for this effort will be provided to Senscio by RHCI through support financing from the Cargill Foundation Grant.
- The project will automatically renew annually for a period of three (3) years unless otherwise stipulated in writing at least 30 days before the scheduled project end date.
- Either party has the right to terminate the agreement, following the first one (1) year period, with sixty (60) days written notice to the other party.
- This project may be expanded (minimum of 10 units per expansion option, at the same unit costs, as may be mutually agreed to by the parties.
- RHCI will appoint a primary project lead that will serve as the communications link between Senscio and RHCI for all program efforts.

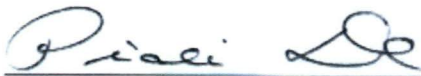
The parties signify their agreement by signing below:



Rural Health Care, Inc.



Date



Senscio Systems



Date