

Contract Between Senscio Systems, Inc. & South Dakota Parent Connection (SDPC)

This Contract ("Agreement") effective as of June 1, 2015 (the "Effective Date") is made by and between Senscio Systems, Inc. (the "Licensor" or "Senscio"), having its principal place of business at 1740 Massachusetts Ave., Boxborough, MA 01719, and South Dakota Parent Connection, Inc. (the "Licensee" or "SDPC"), a non-profit corporation organized in South Dakota, having its principal place of business at 3701 West 49th Street, Suite 102, Sioux Falls, SD 57106.

WHEREAS, Licensor develops proprietary software to assist health care providers with their service delivery;

WHEREAS, Licensee provides services and support for families of children with disabilities and special health care needs;

WHEREAS, Licensee desires to license Licensor's proprietary software, and to lease hardware from Senscio to improve care delivery;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and Licensee and Licensor agree as follows:

1. Definitions

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

"*Licensed Software*" shall mean Ibis, the software deliverable that is provided as part of Licensor's "IbisCare" solution.

"*Defect*" means any error or bug within the Licensed Software that causes a material feature of the Licensed Software to fail to perform in substantial conformance with the Licensed Software Specifications contained in Appendix C and modified by Appendix B, each as adopted and changed by mutual agreement of the parties from time to time, provided such error or bug does not occur or appear as a result of or due or attributable to any misuse or other use of the Licensed Software for a purpose or in a manner not intended by this Agreement, any modification, alteration, addition, change, or repair of the Licensed Software by Licensee or any other person other than Licensor or willful misconduct or gross negligence of Licensee or any of its employees, consultants, contractors or member families.

"*Documentation*" means any standard manuals or other materials, whether in printed or electronic form, that relate to the capabilities, operation, installation or use of the Licensed Software that are supplied by Licensor generally to Users. If and to the extent that Licensor

provides to Licensee any update, revision or to any of the Documentation, such update, revision or modification shall be deemed to be part of the Documentation.

“*Update*” means any standard or general upgrade, update, normal and customary enhancements, or new versions of the Licensed Software made available to all customers of Licensor.

“*Users*” means Licensee’s employees, consultants, contractors, and member families and agents who are authorized to *use* the Licensed Software, have complied with all registration as required *by* the Licensor and other access requirements (including, without limitation, accepting the end user license agreement for accessing and using the Licensed Software) and have been supplied by Licensee specific User identification and passwords for their protected access to and use of the Licensed Software.

“*Patient Data*” means Individually Identifiable Health Information, as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations, and any other Personally Identifiable Information, including but not limited to any information about an individual maintained by Licensor, including but not limited to any information that can be used to distinguish or trace an individual’s identity and any information that is linked to such individual.

2. Licenses, Technical Assistance, Equipment Lease And Covenants

2.1. Licenses. Subject to the payment of the fees provided under Exhibit D, and the fulfillment of the other terms and conditions of this Agreement, Licensor hereby grants to Licensee the Licensed Software in accordance with the terms of Exhibit A, the Ibis Software License for the software described in Appendix C.

2.2. Additional Software Customization and Development. As a part of this Agreement, Licensor will provide additional functionality to the then standard Ibis System software as defined in Exhibit B, Product Enhancement and Development Schedule.

2.3. Software Support and Maintenance: During the period of this Agreement and subject to its terms and conditions,

2.3.1. Licensor will provide to Licensee as maintenance services for the Licensed Software, the following services:

- A. Any applicable new Updates to the Licensed Software that are made generally available to other Licensees of the Licensed Software;
- B. Any applicable error corrections and modifications to the Licensed Software that are made generally available to other Licensees of the Licensed Software;
- C. Any applicable updates to the Documentation that are made generally available to other Licensees of the Licensed Software.

2.3.2. Licensor shall provide all Maintenance Services and Support Services remotely from Licensor's business premises. Notwithstanding the foregoing, Licensor may perform Maintenance Services at any of Licensee's facilities in the event that Licensor is unable to correct such Defect remotely from Licensor's premises. At the request of and at no cost to Licensor, Licensee shall provide reasonable access to its facilities and the Licensed Software and information and additional reasonable assistance and support to Licensor as requested by Licensor to remove or correct any Defect. Maintenance Services and Support Services do not include correction of any issue, malfunction, failure, non-conformance, non-performance or problem relating to or arising or resulting from or due to: (a) any failure by Licensee to comply with any requirements under this Agreement related to the Licensed Software or its access or use; (b) any failure to use the Licensed Software with the latest Updates provided or implemented by Licensor for the Licensed Software, including, without limitation, any modifications or corrections to the Licensed Software furnished by Licensor; (c) any misuse or unauthorized access to or use of the Licensed Software; (d) any use of desktop or server hardware or software that does not conform to the recommended configuration; (e) any installation, modification, alteration, change or repair of, or addition to or interference with the Licensed Software or any part thereof by any person other than Licensor without Licensor's authorization; (f) any hardware or telecommunications equipment or other non-Licensor authorized third party Licensed Software malfunctions; or (g) use of the Licensed Software outside the scope of the license granted by Licensor to Licensee for the Licensed Software.

2.4. Compliance with Laws. Licensor warrants that all services to be provided hereunder shall comply with all applicable federal and state statutes, laws, rules and regulations.

2.5. Maintenance of Equipment. Licensor shall be responsible for the technical support, to include repair or replacement of the Ibis CareStations during the period of performance of this contract and, when necessary or appropriate, Licensor will make every effort to replace a defective unit within a reasonable time as described in Appendix A. Licensee agrees to return any malfunctioning hardware to the Licensor for troubleshooting and refurbishment. Licensor represents and warrants that the Ibis CareStations will be free from defects in title, material and workmanship under normal use and service during the period of performance of this contract.

3. Period of performance

The Initial Term of this Agreement commences on June 1, 2015 and ends on December 31, 2016. Upon expiration of the Initial Term, the Agreement shall be extended automatically for additional one year terms, unless no fewer than sixty (60) days prior to expiration of the then-current term, either of the parties gives written notice to the other party of its intention to end the Agreement.

4. Deliverables, payment, and pricing

- 4.1. Delivery Schedule. The schedule of hardware, software, training, services other than Product Enhancements, and other deliverables to be provided by Licensor to Licensee ("Deliverables") during the Initial Term of this Agreement, along with the date when items and services are to be delivered, is provided in Exhibit C: Product Delivery Schedule.
- 4.2. Pricing, Payments, and Penalties. The price for hardware, software, training, services, and other deliverables during the Initial Term of this Agreement, is provided in Exhibit D: Pricing and Payment Schedule.
- 4.3. Acceptance of Software. Licensee will have [fifteen (15) business days] from the date any portion of the Licensed Software is delivered to evaluate whether the Licensed Software operates in substantial compliance with the Licensed Software Specifications contained in Appendix C and modified by Appendix B, each as adopted and changed by mutual agreement of the parties from time to time. If the Software does not operate in substantial compliance with the applicable Specifications, then Licensee will provide Licensor with written notice explaining in reasonable detail the non-conformance. Licensor will have [fifteen (15) business days] from receipt of Licensee's notice in which to remedy the non-conformance. Licensee will then have [fifteen (15) business days] from completion of the remedy to re-evaluate the Licensed Software. If Licensee does not give Licensor written notice of non-conformance within the initial evaluation or any re-evaluation period, then the expiration of such period will be deemed to be the date of Licensee's acceptance. In the event Licensor is unable to remedy any non-conformance within [sixty (60) business days] of Licensee's original notice of non-conformance, Licensee may, in its sole discretion, accept that portion of the Licensed Software on an "AS IS" basis, subject to a reasonable price reduction, or may seek to terminate this Agreement under Section 9.1 of this Agreement and Licensor will be entitled to receive payments due prior to termination.

5. Representation, warranties, and covenant

- 5.1. Disclaimer of Any Warranties. EXCEPT AS OTHERWISE PROVIDED IN EXHIBIT A- THE SOFTWARE LICENSE, ATTACHED HERETO, LICENSOR PROVIDES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FOR ANY REPORT, DESIGN, ITEM, SERVICE OR PRODUCT TO BE DELIVERED UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 5.2. Licensee understands and agrees that Licensor Is Not Qualified To Provide Medical Advice. Licensee must seek its own counsel prior to entering into this Agreement. By executing this contract and using Licensor's Licensed Software or services Licensee

agrees to be bound by the Medical Disclaimer set forth in Section 5.2.1 below. IN NO EVENT SHALL LICENSOR NOR ANY OF ITS MANAGERS, EMPLOYEES, SUPPLIERS, AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF 10% (TEN PERCENT) OF THE TOTAL AMOUNTS PAID BY LICENSEE TO LICENSOR UNDER THE TERMS OF THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM GIVING RISE TO THE DAMAGES. IN ADDITION, LICENSOR NOR ANY OF ITS MANAGERS, EMPLOYEES, SUPPLIERS, AFFILIATES OR AGENTS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOST PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION OR CLAIM INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, BREACH OF CONTRACT, OR TORT, OR IN ANY WAY ARISING AS A RESULT OF THE PERFORMANCE OF THIS CONTRACT. THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO (A) LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR (B) LICENSOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT OR THE BUSINESS ASSOCIATE AGREEMENT BETWEEN THE PARTIES.

5.2.1. Medical Protocols: Licensee understands that Licensor is not qualified to provide medical advice and Licensee shall be responsible for the definition of all medical protocols used in the Ibis system. The Licensee's Chief Medical Officer or authorized designee may specify revised clinical and medical protocols to Licensor at least 30 (thirty) days prior to the delivery of the Ibis System. Protocol changes submitted after the delivery of the Ibis system will be incorporated into future versions of Ibis on a case by case basis negotiated between Licensee and Licensor. When protocols are customized, Licensee is only providing a service to tailor the Licensor's Licensed Software to meet the Licensee's clinical protocols. Licensor accepts no liability, accountability or responsibility for the accuracy, efficacy, or suitability of clinical protocols. If revisions to clinical or medical protocols are not provided, use of the Ibis system will constitute approval of the protocols provided in Ibis.

6. Intellectual Property Rights

- 6.1. Ownership of Licensed Software. Licensor shall retain sole and exclusive rights, title and interest in and to all Licensed Software. The Licensor will also retain sole and exclusive rights, title, and interest to any improvements, modifications, enhancements, or derivatives of the Licensed Software generated in connection with this Agreement or otherwise, (collectively "Derivative Works"). Except as expressly set forth herein, this Agreement does not grant to Licensee any right, title, interest, ownership or license, by implication, estoppel or otherwise, to any intellectual property rights of Licensor.

7. Confidential Information

- 7.1. Confidential Information and Materials. "Confidential Information" shall mean any

nonpublic information that Disclosing Party specifically highlights or otherwise identifies, either orally or in written, as not to be disclosed or which, under the situations adjacent the disclosure, must be treated as confidential. "Confidential Information" includes, but is not limited to, product schematics or drawings, evocative material, conditions, source code or article code, sales and customer information, Disclosing Party's business policies or practices, information received from others that Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature. "Confidential Materials" shall mean all physical materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, or other electronic media, whether machine or user readable.

7.2. Non-confidential Information. "Confidential Information" shall not be any materials or information which the Receiving Party shows: (a) is at the time of disclosure generally known by or available to the public or which becomes so known or available afterward through no fault of the Receiving Party; or (b) is legally known to the Receiving Party at the time of disclosure; or (c) is furnished by the Disclosing Party to third parties without limit; or (d) is furnished to the Receiving Party by a third party who legally obtained said information and the right to make known it; or (e) is developed alone by the Receiving Party where the Receiving Party can document such independent development.

Restrictions on Use:

7.2.1. Receiving Party shall not make known any Confidential Information to third parties following the termination of this Agreement until such Confidential Information become part of the Public Domain without fault by the Receiving Party. However, Receiving Party may disclose Confidential Information if required by judicial or other governmental order, provided Receiving Party will give Disclosing Party reasonable notice before such disclosure.

7.2.2. Receiving Party shall take realistic safety measures, at least as great as the precautions it takes to defend its own secret information, to keep confidential the Confidential Information. Receiving Party may expose Confidential Information or Confidential Materials only to employees of Receiving Party or consultants on a need-to-know basis. Receiving Party shall instruct all employees given access to the information to maintain privacy and to abstain from making illegal copies. Receiving Party shall maintain appropriate written agreements with its employees, mentors, parent, contributories, affiliates or related parties, who receive, or have right to use, Confidential Information adequate to enable it to obey the terms of this Agreement.

7.2.3. Confidential Information and Confidential Materials may be made known, repeated, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party makes agreement to separate out all such Confidential Materials from the confidential materials of others to avoid commingling.

7.3.Breach. If Receiving Party learns of any breach of this Section 7, it shall promptly notify Disclosing Party. Breach or threatened breach of this Section could cause irreparable harm to Receiving Party for which damages would be an inadequate remedy and Receiving Party shall be entitled, without first exhausting other remedies or procedures, to seek equitable relief, including injunctive relief, in addition to all of its other rights and remedies at law or in equity that may be available to it.

8. Patient Data

8.1.Protection of Patient Data. Licensors and Licensees agree as follows:

8.1.1. All Patient Data will be owned by the Licensee's Patients.

8.1.2. Licensee represents and warrants that it has or will obtain such written authorizations from Licensee's patients who are Participants as may be required by federal and/or state law, or as may be deemed necessary or prudent by Licensee, with respect to the following: (a) Authorized disclosures of Patient Data to Licensors and Licensees; and (b) Authorized uses of Patient Data by Licensors and Licensees, including but not limited to right to de-identify such Patient Data in compliance with all federal and state requirements for de-identifying Patient Data.

8.1.3. Licensors shall have a perpetual license to use de-identified Patient Data from Licensee for population analysis. Any party may purchase population analysis for terms and pricing, which shall be provided separately by the Licensors.

8.1.4. Licensors and Licensees shall mutually agree to the form and content of the patient authorization forms, which authorization forms will, at a minimum, comply with all requirements for a valid patient authorization form as described in 45 CFR Section 164.508, as may be amended from time to time, as well as all applicable state requirements related to authorizations for the release of Patient Data. See Appendix D.

8.2.Business Associate. In connection with performing the Services, Licensors may be considered a Business Associate of Licensee and have access to Protected Health Information ("PHI") (each as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy regulations (as amended, "HIPAA")), and shall comply with HIPAA regarding the treatment of all such PHI.

8.3.Ownership of Licensee Data. All of the text, images, data and content owned by, or licensed from, a third party (excluding, however, Patient Data) by Licensee and provided to Licensors by Licensee ("Licensee Content") remains the sole property of Licensee. Licensee grants Licensors the right, and Licensors are authorized, to have access to and use and make use of Licensee's Content as is necessary and appropriate for the performance of Licensors' obligations under this Agreement.

8.4.Access and Use of Licensee Data. Subject to the other terms of this Agreement,

Licensor agrees that Licensee may use any and all of Licensee's data generated by or through the use by Licensee of the Licensed Software and Equipment under this Agreement, for any legal purpose including but not limited to publication by Licensee of such data.

9. Termination For Breach

9.1. Right to Termination. Each Party shall have the right to terminate this Agreement by written notice to the other Party upon the occurrence of any of the following events:

- A. the other Party breaches any material term of this Agreement and shall fail to remedy any such default within thirty (30) days after notice thereof by the terminating Party;
- B. the insolvency of the other party, or the commencement by or against the other party of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of debtors, or the appointment of any receiver, trustee or assignee to take possession of the properties of the other party, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment;
- C. the liquidation or dissolution of the other party, or the sale, lease or other disposition of the other party's business or assets as a whole or such as constitutes a substantial portion thereof; or
- D. the assignment by the other party of its rights under this Agreement or the delegation of its duties or obligations under this Agreement contrary to the terms of this Agreement.

Upon termination of this Agreement pursuant to this Section, no Party shall be relieved of any obligations incurred prior to such termination.

9.2. Survival of Obligations; Return of Confidential Information. The following provisions of this Agreement will survive any termination or expiration of this Agreement: this Section, Section 6.1, Section 7, Section 9.3, Section 11.1, as well as any other provisions which by their nature would reasonably be expected to survive any such termination or expiration.

9.3. Effect of Termination. Upon the termination or expiration of this Agreement, Licensee shall, except as necessary to fulfill its obligations in accordance with this Section (i) immediately discontinue any and all use of the deliverable hardware and Licensed Software, and (ii) return any and all Licensor information and materials used in connection with the Licensed Software, or (iii) destroy and appropriately certify destruction of all materials. Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties that accrued prior to the effective date of termination of this Agreement.

10. Dispute Resolution

10.1. Scope and Enforcement. Any controversy or claim arising between the parties in connection with this Agreement shall be resolved by binding arbitration in accordance with the terms and conditions of this Section; provided, that actions by either party seeking equitable relief may be brought to a court of law in accordance with Section 11.3. This agreement to arbitrate shall continue in full force and effect date the expiration, rescission or termination of this Agreement. The decision of the arbitrator(s) shall be enforceable in any court of competent jurisdiction. Each party irrevocably and unconditionally (a) consents to the jurisdiction of any such proceeding and waives any objection that it may have to personal jurisdiction or the laying of venue of any such proceeding; and (b) waives its rights to have disputes tried and adjudicated by a judge and jury except as otherwise expressly provided herein. The parties will cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable. The arbitrator(s) shall apply the substantive laws of the Commonwealth of Massachusetts when construing this Agreement and attempting to resolve any dispute relating to the transactions contemplated by this Agreement, without regard for any choice or conflict of laws rule or principle that would result in the application of the substantive law of any other jurisdiction. The arbitration shall be held in Boston, MA. The arbitration shall be conducted in the English language. Nothing herein shall prevent the parties from settling any dispute by mutual agreement of their respective senior executives at any time.

10.2. Arbitration Procedure. Any party may demand arbitration by sending written notice to the other party. The arbitration and the selection of the arbitrator(s) shall be conducted in accordance with the American Arbitration Association (AAA). If the parties are unable to agree upon a single arbitrator within sixty (60) days, three (3) arbitrators shall be used, one selected by each party within ten (10) days after the conclusion of the sixty (60) day period and a third selected by the first two within ten (10) days thereafter. The arbitrator(s) shall resolve any discovery disputes.

10.3. Awards. The arbitrator(s) shall have the authority to award actual money damages (with interest on unpaid amounts from the date due), specific performance, and temporary injunctive relief, but the arbitrator(s) shall not have the authority to award exemplary or punitive damages, and the parties expressly waive any claimed right to such damages. The arbitration shall be of each party's individual claims only, and no claim of any other party shall be subject to arbitration in such proceeding. The costs and expenses of the arbitration, but not the costs and expenses of the parties, shall be shared equally by the parties; provided that if the arbitrator(s) determine(s) that one party prevailed in the proceeding, then the other party shall bear the entire cost and expense of the arbitration.

10.4. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitration award, or fails to comply with the arbitration award, the other party is entitled to costs, including reasonable attorneys' fees, for having to compel arbitration or defend or enforce the award. In any arbitration, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in

connection with the proceeding, in addition to any other relief to which such party may be entitled. Except as otherwise required by law, the parties and the arbitrator(s) shall maintain as confidential all information or documents obtained during the arbitration process, including the resolution of the dispute.

11. MISCELLANEOUS

11.1.Indemnification. Licensors agree to defend Licensee at Licensors' cost and expense, and will defend, indemnify and hold harmless Licensee and its officers, directors, employees, agents, successors and assigns ("Indemnities"), from and against any and all claims, suits, demands, losses, costs, damages, fees or expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or in connection with the manufacture, commercialization, advertisement, marketing, sale, lease or use of any deliverable provided by Licensors to Licensee, including the hardware and Licensed Software, claimed by reason of breach of warranty, negligence, product defect or other similar cause of action, regardless of the form in which any such claim is made. Mutual indemnification will be provided by the Licensee to the Licensors for any and all claims, suits, demands, losses, costs, damages, fees or expenses (including reasonable attorneys' fees and court costs) (collectively "Losses") arising out of actions or in connection with clinical procedures and practices.

EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, OBLIGATIONS UNDER SECTION 8 AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.1 WITH RESPECT TO THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER THE PARTIES HAVE ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

11.2.Insurance. During the term of this Agreement, Licensors shall obtain and carry in full force and effect commercial general liability insurance in minimum amounts of one million dollars per occurrence and two million dollars in the aggregate; Licensors shall continue to maintain such insurance throughout the period of performance of this contract. Licensee shall maintain insurance against the loss, theft of or damage to the IbisCare Stations at their full replacement value.

11.3.Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota without regard to its rules concerning conflicts of laws. Exclusive jurisdiction and venue for any litigation arising under this Agreement (other than those for which arbitration pursuant to Section 10 is the sole forum) is in the federal and state courts located in Minnehaha or Lincoln Counties in South Dakota and both parties hereby consent to such jurisdiction and venue for this purpose. In any such action, suit or proceeding, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with that action, suit or proceeding, in addition to any other relief to which such party may be entitled.

11.4.Waiver. The waiver by a Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

11.5.Notices. Any notice or other communication in connection with this Agreement must be in writing and if by mail, by certified mail, return receipt requested, and shall be effective when delivered to the addressee at the address listed below or such other address as the addressee shall have specified in a notice actually received by the addressor,

If to Licensor: Senscio Systems, Inc.
 Attention: Mr. Mike Charley
 Vice President, Sales & Client Services
 1740 Massachusetts Avenue
 Boxborough, MA 01790

If to Licensee: South Dakota Parent Connection, Inc.
 Attention: Ms. Elaine Roberts, Executive Director
 3701 West 49th Street, Suite 102
 Sioux Falls, SD 57106

11.6.Independent Contractor. The relationship between the parties pursuant to this Agreement is one of independent contractors. Nothing herein shall be deemed to constitute a relationship as agent or representative of the other party, or as a joint venture or partnership for any purpose. Neither party shall be responsible for the acts or omissions of the other. No Party will have authority to speak for, represent or obligate any other Party in any way.

11.7.Entire Agreement. This Agreement and attachments contain the full understanding of the Parties with respect to the subject matter hereof and supersede all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

11.8.Headings. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

11.9.Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws or regulations and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall

remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision, which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

- 11.10.Assignment. Licensee may not assign its rights or obligations hereunder without the prior written consent of Licensor.
- 11.11.Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by Licensor and its heirs, successors in interest and assigns. This Agreement and the license rights granted hereunder are personal to Licensee and Licensee may not sell, pledge, assign or transfer this Agreement or the license rights granted hereunder nor delegate any of its duties or obligations hereunder (whether by merger, operation of law, a sale of all or substantially all of the assets or business of Licensee or in any other manner) without the prior written consent of Licensor. Each and every permitted successor and permitted assign to the interests of a party to this Agreement shall hold such interests subject to the terms, conditions, limitations and restrictions of this Agreement.
- 11.12.Authority of Executing Person. Each person executing this Agreement on behalf of an entity represents and warrants to the other party that he or she has the full power and authority to execute this Agreement on behalf of such party.
- 11.13.No Grants Regarding Other Patents. Licensee by signing this Agreement acknowledges and agrees that no provision of this Agreement shall be construed to apply to or grant any rights whatsoever with respect to any patents or rights to patents possessed by Licensor now or in the future, except for the Licensed Software in accordance with the terms of Exhibit A, the Ibis Software License.
- 11.14.Counterparts and Delivery. This Agreement and all Schedules and Exhibits may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument. A counterpart returned by email or facsimile will be deemed to be an original signed counterpart for all purposes.
- 11.15.Force Majeure. No Party to this Agreement shall be responsible to the other Party for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of such Party.
- 11.16.Compliance with Territorial and United States Laws. Licensee agrees to comply with all applicable regulatory, statutory and treaty requirements in the Territory and the United States with regard to the Licenses products.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or to be effective as of June 1, 2015.

For: Senscio Systems, Inc.

Name: Dr. Piali De

Title: CEO

Elaine Roberts

For: South Dakota Parent Connection

Name: Elaine Roberts

Title: Executive Director

Attachments:

Appendix A: Support Services Agreement

Appendix B: Data Security of Protected Health

Information Appendix C: Ibis Hardware/Software

Specifications Appendix D: Patient Authorization Forms

Appendix E: Business Associate

Agreement Exhibit A: Ibis Software License

Exhibit B: Product Enhancement and Development Schedule

Exhibit C: Product Delivery Schedule

Exhibit D: Pricing and Payment Schedule

Appendix A

Support Services

Service Standards:

Licensors provide the Support Services Monday through Friday from 8am ET to 8pm ET directly to Licensee. Licensors support personnel are available by telephone to receive support requests. The toll free telephone number is 1- 888-679-5286. In addition, as a backup way to contact Licensors support personnel, the email address for support is ibissupport@sensciosystems.com.

Licensors support assigns case number and priority level. Licensors support may provide Licensee with a temporary solution that enables Licensee functionality to resume while continuing to work towards identifying a more permanent solution. Licensors support work cases in accordance with the Priority Level Table below until resolution has been achieved.

The Priority Level table below details how problems and issues are supported by the Licensors Support Organization when entered into the Licensors support queue. Response times are based on the Priority Level assigned and resolution goals are to be used as a baseline determined by type and severity of the problem. Some problems, while simple on the surface, may require an extended time to resolve.

Priority Level	Problem Severity	Response Goal	Resolution Goal
1	HIGH: System or major application is seriously affected and there is no reasonable workaround currently available (e.g., system crashes or panics, corrupted data captured).	Licensors will confirm receipt of problem via phone within 4 hours.	Upon confirmation of receipt, Licensors will use Best Commercial Practice to provide a workaround or correct the problem within an average twenty-four (24) hours. Licensee resources must be available to assist with problem determination.

2	MEDIUM: A Problem where there is minimal impact on the quality, or performance of the application <i>and a</i> workaround exists	Licensors will confirm receipt of the problem via phone within 4 hours.	Licensors will use Best Commercial Practices to provide a workaround or correct the problem within an average forty-eight (48) hours after the initial report. Licensee resources must be available to assist with problem determination.
3	LOW: Functionality does not match documented specifications or enhancement request.	Licensors will confirm receipt of problem within two (2) Business days.	Resolution of the problem may appear in future software or documentation releases.

As used in the Priority Level table below, the term "Best Commercial Practices" shall mean, with respect to any "Resolution Goal" set forth in the Priority Level table below, a level of effort to achieve such Resolution Goal at least equal to the level of effort to achieve the same or similar objectives as recognized in the industry, and in any event a prompt and diligent effort, made in a professional and workman-like manner, using an appropriate number of qualified individuals.

Appendix B

Data Security of Protected Health Information (PHI)

Technical Security

Senscio Systems has designed the Ibis Software system with PHI security in mind. The Ibis system employs the following methods to secure PHI.

1. All identification information (name, address, date of birth, phone numbers, gender) are kept separate from health information. An ID is assigned to each person. The identification information and associated ID is saved in an encrypted database.
2. Health data is saved in a separate proprietary data repository. The health data cannot be read without our proprietary code. No identifiable information is saved in the health data repository. The ID is used to link the health data with an individual only when the health data is displayed.
3. All health data is transmitted back and forth from the repository, encrypted.
4. A separate encrypted database is used to store health notes, written by clinicians and caregivers, since they may contain identifiable information.
5. Access to health data is gained through applications that require a login with a password. Clinicians have access to patient's health data. Caregivers who are approved by the patient also are granted access to patient's health data.
6. All data is stored in a dedicated hardware with a physical firewall that separates it from other hardware. The physical firewall can be monitored for data access.

Limited Access

Senscio Systems will limit access to health data to only those personnel who are supporting the IbisCare deployment. Access will be granted in order to troubleshoot technical problems, customize the IbisCare service, perform analysis and prepare reports. Printed copies of documents containing PHI will be kept secured until destroyed.

Appendix C

Ibis Hardware/Software Specifications

Hardware Product Specification

Ibis Care Station - Model 1

Display:

15 or 17-inch touch-screen monitor

Computer:

BeagleBone Black Rev. C or better with 3 external USB ports

Connectivity :

Ethernet and WiFi are standard. (A 4G modem is available upon request).

Operating System:

Ubuntu or Debian Linux

System Electrical

Requirements: 100-240v,
50-60Hz, 65W

(For locations with poor line voltage regulation, an uninterrupted power supply (UPS) is available upon request)

Software Product Specification

Ibis 1.0

Ibis Care Station-PatientInterface

Version 1.0 of the Ibis CareStation software provides friendly prompts and is aligned with the patients daily care plan. These event action reminders and instructions are provided throughout the day and include:

- Care Plan reminders
 - Medications
 - Wake up and bed time
 - Meals
 - Vitals (blood glucose, weight, blood pressure, oxygen saturation, temperature, minutes exercised, and FEV1)
 - Exercise
 - Appointments
 - Depression monitoring
 - Self checks (wellness, breathing, coughing and swelling),

- Medical Protocols - In adverse situations protocols guide the patient through specific instructions for early intervention of hyperglycemia, hypoglycemia, episodic hypertension, fluid retention, COPD flare-up, and pneumonia.
- Family Images
- Previous day's adherence
- Health tips
- Communication – care coordinators and tech support
- Reward points (accumulated through successful completion of reminders and redeemable for rewards)
- Alerts (Sent to assigned recipients as text messages or viewed using CarePortal)
 - Missed Critical Meals
 - Missed Critical Meds
 - Missed Critical Self Check
 - As specified by adverse event protocols

Ibis CarePortal Interface

The Care Portal is the primary access point to a patient's information and the method in which care coordinators create and edit care plans. It is accessible through any internet connected computer. Version 1.0 of the IbisCare Portal software shall include:

- Access availability through at least one browser each working in a Windows, Linux and MAC (Firefox)
- Multiple patient management under single account
- Ability to set-up and modify the patients care plan as necessary
 - Medications (including features such as 'optional' and 'adjustable' and 'overrides')
 - Vitals monitoring (blood glucose, weight, blood pressure, oxygen saturation, temperature, minutes exercised, self checks (wellness, breathing, coughing and swelling), and FEV1)
 - Chronic illness protocols (Congestive Heart Failure (CHP), Hypoglycemia, Hyperglycemia, Hypertension, Chronic Obstructive Pulmonary Disorder (COPD) and Pneumonia.
 - Meal times
 - Exercise activities
- View in real time the client's scheduled, completed, and overdue tasks including meals, medications, exercise and vital monitoring
- View health and adherence alerts including alerts of abnormal vital measurements or missed critical medications
- Graphs reflecting adherence to the client's medication, exercise, and meal regimes
- Graphs and data trends in the client's health measurements including blood glucose, weight, blood pressure, oxygen saturation, temperature, minutes exercised, self checks (wellness, breathing, coughing and swelling), FEV1, PHQ2 and pedometer steps.
- A record of specific actions taken against adverse events
- Protocol parameter management
- Appointment management

- Notes management
- Family Image upload (downloaded next day on the CareStation)

APPENDIX D

PATIENT INFORMATION FORMS

Notice of Information Practices and Privacy Statement

How We Collect Information About You: SDPC and its employees collect data through a variety of means including but not necessarily limited to our healthcare decision support systems, letters, phone calls, emails, voicemails, and from the submission of applications that is either required by law or necessary to process applications for our healthcare services.

What We Do Not Do With Your Information: Information about your medical conditions and care that you provide to us through our systems, in writing, via email, on the phone (including information left on voicemails), contained in or attached to applications, or directly or indirectly given to us, is held in strictest confidence.

We do not give out, exchange, barter, rent, sell, lend, or disseminate any information about applicants or clients who apply for or actually receive our services that is considered patient confidential, is restricted by law, or has been specifically restricted by patient/client in a signed HIPAA consent form.

No identifying information (photos, addresses, phone numbers, contact information last names, or uniquely identifiable names) will be used without client's express advanced permission.

How Do We Use Your Information: Your information is only used as is reasonably necessary to provide you with healthcare decision support services that you obtain from SDPC, which may require communication between SDPC and health care providers, family members, medical product or service providers, pharmacies, and other providers necessary to acquire and verify necessary medical information.

If you apply or attempt to apply to receive assistance through us and provide information with the intent or purpose of fraud or that results in either an actual crime of fraud for any reason including willful or un-willful acts of negligence whether intended or not, or in any way demonstrates or indicates attempted fraud, your non-medical information can be given to legal authorities including police, investigators, courts, and/or attorneys or other legal professionals, as well as any other information as permitted by the law.

In line with HIPAA rules, SDPC or its designated business associates may use de-identified data from our healthcare decision support systems for research purposes. All data used for these purposes will have had all elements removed that could be used to identify you, your family, or household members, as required by the HIPAA Privacy Rule.

Limited Right to Use Personal Information Not Considered Medically Confidential from Biographies, Letters, Notes, and Other Sources: Any pictures, stories, letters, biographies,

correspondence, or thank you notes sent to us become the exclusive property of SDPC. We reserve the right to use information that is not considered medically confidential about our clients for promotional purposes.

You may specifically request that NO information be used whatsoever for promotional purposes, but you must identify any requested restrictions in writing. We respect your right to privacy and assure you no identifying information or photos that you send to us will ever be publically used without your direct or indirect consent.

Please sign and print your name to indicate that you are aware of our privacy practices. Please include the date.

Your Signature

Date (MM/DD/YYYY)

Please Print Your Name

HIPAA Authorization Form

In order to provide you with the IbisCare™ System, SDPC needs to collect and share certain health and personal information about you. You own all of your health data. It is up to you to decide what data SDPC may collect or share.

I, _____, give permission for my **physician(s), pharmacy(ies), and care coordinator(s)** to share my health and personal information (e.g., diagnoses of chronic illnesses; medications) with SDPC, in order to enable the creation of my daily care plan for the IbisCare system.

I also give permission for SDPC to share any health information collected or generated about me by IbisCare with my **physician(s), care coordinator(s), and the IbisCare Program Support Team (Senscio Systems and its authorized business associates)**.

Optional: I would like to include the following caregiver(s) in the above consent. (Please check the box below and specify the person's first and last name.)

☐ Caregiver(s): _____

This permission to gather and share my information is valid until I leave the IbisCare program.

I understand that I can change my mind and cancel this permission at any time by a written notification to SDPC. I understand that changes to permissions may affect my ability to remain in the program.

Please sign and print your name. Please include the date.

Your Signature

Date (MM/DD/YYYY)

Please Print Your Name

APPENDIX E

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SDPC, a South Dakota non-profit corporation located at 3701 West 49th Street, Sioux Falls, SD 57106, including any subsidiary corporations as listed on Addendum A attached hereto ("Covered Entity"), and **Senscio Systems Inc.** ("Business Associate") as of June 1, 2015.

1. HEALTHCARE PRIVACY ASSURANCES.

A. Covered Information:

This Agreement governs the use and/or disclosure of all Protected Health Information (PHI) that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity ("Covered Information"). Terms not otherwise defined herein shall have the same meanings as set forth in the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as implemented by the U.S. Department of Health and Human Services ("DHHS") Privacy, Security, Breach Notification and Enforcement Rules, codified at 45 C.F.R. Parts 160 and 164 (the "HIPAA/HITECH Rules").

B. Permitted Uses and Disclosures:

Business Associate, shall keep confidential, and shall not use or disclose, Covered Information except as expressly permitted by this Section or as required by law.

Business Associate shall use or disclose Covered Information for the following purposes only:

- 1) As necessary to perform the services set forth in the underlying services agreement(s) between Covered Entity and Business Associate;
- 2) For the proper management and administration of Business Associate;
- 3) To carry out the legal responsibilities of Business Associate.

Business Associate shall not disclose Covered Information pursuant to Subsections 2 or 3 above unless the disclosure is required by law, or Business Associate has obtained written reasonable assurances from the person to whom the Covered Information will be disclosed which meet the criteria set forth in the HIPAA/HITECH Rules, including the requirement that the recipient must notify Business Associate if it becomes aware of any instances in which the confidentiality of the Covered Information has been breached.

Business Associate shall not use or disclose Covered Information in any manner that would constitute a violation of the HIPAA/HITECH Rules, 22 M.R.S.A. §§1711-C and 1711-E, or any other applicable laws and regulations governing the privacy and

security of Covered Information, if done by the Covered Entity.

C. Business Associate's Obligations and Assurance:

Business Associate hereby warrants and represents to Covered Entity that it will:

- 1) Not use or disclose, and shall ensure that its employees, contractors and agents will not use or disclose, Covered Information other than as permitted or required by this Agreement or as required by law;
- 2) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Covered Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 3) Ensure that any agent, including a subcontractor, that will have access to Covered Information agrees to implement reasonable and appropriate safeguards to protect it;
- 4) Use appropriate safeguards to prevent unauthorized use or disclosure of Covered Information;
- 5) Report to Covered Entity when it becomes aware of an unauthorized use or disclosure of, or security incident involving, Covered Information;
- 6) Ensure that any agents, including subcontractors, that will have access to Covered Information agree in writing to the same restrictions and conditions applicable to Business Associate as set forth in this Agreement and the HIPAA/HITECH Rules;
- 7) Make Covered Information available to the individual as required by the HIPAA/HITECH Rules;
- 8) Make Covered Information available for amendment by the individual, and incorporate any such amendment as required by the HIPAA/HITECH Rules;
- 9) Make Covered Information available as required to provide an accounting of disclosures pursuant to the HIPAA/HITECH Rules; and
- 10) Make its internal practices, books and records relating to the use and disclosure of Covered Information available to the Secretary of DHHS for purposes of determining compliance with HIPAA/HITECH Rules.
- 11) To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA/HITECH Rules, Business Associate shall comply with the requirements of those rules that apply to Covered Entity in the performance of those obligations.
- 12) With respect to subsections 7, 8 and 9 above, in the event an individual makes a direct request of Business Associate for access to such individual's Covered Information, to amend such individual's Covered Information, or for an accounting of such individual's Covered Information, Business Associate shall forward such request to Covered Entity within five (5) business days and Covered Entity shall determine whether and to what extent the request for access, amendment or accounting shall be granted or denied, and shall notify the individual requesting access, amendment or accounting, of its decision. Said determination shall be the sole responsibility of Covered Entity.

D. Indemnification:

Business Associate agrees to indemnify and hold harmless Covered Entity, its officers, directors, employees or agents from any and all third party claims, actions, suits, costs, or expenses (including reasonable attorneys' fees), whether pending or threatened, that arise from the improper use or disclosure of Covered Information by Business Associate, its officers, directors, employees, contractors or agents or the failure by Business Associate, its officers, directors, employees, contractors or agents, in fulfilling its or their obligations under this Agreement and/or applicable laws and regulations. This indemnification obligation shall survive termination of this Agreement.

E. Healthcare Privacy Provision:

The parties to this Agreement have structured this Agreement so as to comply with the HIPAA/HITECH Rules. Any provision of this Agreement found to be inconsistent therewith will be of no effect and will be severable without affecting the validity or enforceability of the remaining provisions of this Agreement, provided that provisions of this Agreement may be stricter than HIPAA/HITECH Rules without being inconsistent. In the event that any subsequent regulations are promulgated by DHHS which would be inconsistent with this Agreement, the parties hereto shall immediately and in good faith renegotiate the terms hereof.

2. REQUIREMENTS OF THE HITECH ACT.

A. Prohibition against Sale of Covered Information:

Business Associate shall not directly or indirectly receive any remuneration from or on behalf of a recipient of Covered Information in exchange for Covered Information without the written consent of Covered Entity and as specifically permitted by the HIPAA/HITECH Rules, except for payment by Covered Entity for services provided by Business Associate.

B. Limitations on Use and Disclosures of Covered Information:

Business Associate shall limit its use and disclosure of and requests for Covered Information to a limited data set to the extent practicable or, if more information is needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

C. Reporting of Breach of Confidentiality of Covered Information:

Business Associate shall promptly notify Covered Entity of any breach of unsecured protected health information or any unauthorized access to or acquisition, use or disclosure of Covered Information in violation of the HIPAA/HITECH Rules or this Agreement. The notice shall be made without unreasonable delay and in no event later than twenty (20) days following the discovery of the breach, and shall include the following information:

- 1) a description of the facts pertaining to the breach, including but not limited to the dates of the breach and its discovery;
- 2) a description of the Covered Information involved, including identification of individuals whose Covered Information has or may have been

- compromised;
- 3) identification of the individuals who committed or were involved in the breach, to the extent known;
- 4) identification of the persons or entities to whom the Covered Information was disclosed, to the extent known;
- 5) actions taken or proposed to be taken by Business Associate to mitigate the breach; and
- 6) any other information requested by Covered Entity to comply with the HIPAA/HITECH Rules.

D. Compliance with HIPAA Requirements:

Business Associate shall comply with the requirements imposed on it, in its capacity as a Business Associate, and implement requirements of those rules with regard to electronic protected health information, pursuant to HIPAA/HITECH Rules, including 45 CFR Parts 164.308; 164.310; 164.312; 164.316; and 164.504.

3. TERMINATION.

A. Termination for Cause: This Agreement may be terminated:

- 1) By Covered Entity, upon ten (10) days' advance written notice to Business Associate of Business Associate's breach of this Agreement, provided that no such termination notice shall be effective if Business Associate, within the 10 day notice period, cures the breach, mitigates the effect of the breach, and provides further assurances acceptable to Covered Entity that the breach, or a similar breach, will not occur in the future.
- 2) By Covered Entity immediately upon written notice, in the event that Covered Entity believes, in its sole opinion, that Business Associate can no longer satisfy its obligations as set forth in this Agreement.

B. Return of Covered Information: Upon termination of the Agreement, Business Associate shall return all Covered Information without retaining any copies of such information, or at Covered Entity's option, destroy all Covered Information, including all copies, and provide Covered Entity with acceptable written confirmation upon completion. In the event that the return or destruction of all Covered Information is not feasible, Business Associate shall make no further use or disclosure except for those purposes that make the return or destruction infeasible, and Business Associate shall continue to be bound by Section 1 (B), (C) and (Section

- 2) of this Agreement, so long as it retains possession or control of any Covered Information (or copies thereof).

4. MISCELLANEOUS.

A. Notices: All notices pursuant to this Agreement must be given in writing and shall

be effective when received if hand delivered or when sent by overnight delivery service, facsimile or U.S. Mail to the appropriate address of the receiving party. Notices to the Covered Entity shall be addressed to the attention of its Privacy Officer with a copy to the Executive Director.

- B. Construction:** Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the HIPAA/HITECH Rules and other applicable laws and regulations. The parties agree that individuals who are the subject of protected health information are not third-party beneficiaries of this Agreement.
- C. Prior Agreements:** In the event any provision of this Agreement is inconsistent with the terms of any other agreement between Covered Entity and Business Associate pertaining to the subject matter hereof, the terms of this Agreement shall cancel and supersede the inconsistent terms of such other agreement and such other agreement shall be considered to have been amended by the terms of this Agreement.
- D. Entire Agreement:** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties. It is expressly understood and agreed that no verbal representation, promise or condition, whether made before or after the signing of this Agreement, shall be binding upon the parties hereto. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA/HITECH Rules and any other applicable laws. Notwithstanding anything to the contrary set forth in the underlying services agreement between the parties, in the event of a conflict between the terms of the underlying services agreement and this Business Associate Agreement, this Business Associate Agreement shall control.
- E. Governing Law:** This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of South Dakota except to the extent preempted by the Health Insurance Portability and Accountability Act and corresponding HIPAA/HITECH Rules.
- F. Severability:** In the event that any provision of this Agreement violates any applicable statute, regulation, or rule of law in any jurisdiction that governs this

Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

G. Headings: The section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

H. Parties: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

South Dakota Parent Connection ("Covered Entity")

By: Elaine Roberts

Title: Executive Director

Date: 12/17/2015

Senscio Systems, Inc. ("Business Associate")

By: _____

Title: _____

Date: _____

ADDENDUM A

"Covered Entity" includes but is not limited to the following subsidiary corporations:

- (List if any)

Exhibit A

*SOFTWARE LICENSE AGREEMENT
FOR LIMITED USE OF SENSICIO SYSTEMS IBIS SYSTEM SOFTWARE*

THIS AGREEMENT, effective as of the last date signed by a party hereto, is entered into by and between Senscio Systems, Inc. ("Licensor"), a corporation, with offices at 1740 Massachusetts Ave, Boxborough, MA 01719 and South Dakota Parent Connection, a South Dakota non-profit corporation with office located at 3701 West 49th Street, Suite 102, Sioux Falls, SD 57106.

WHEREAS, Licensor has privately developed software Licensed Software(s) (including related documentation) known as "Ibis software"; and

WHEREAS, Licensor desires to provide, and Licensee desires to use, the software in executable form for use by LICENSEE for patient healthcare, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties do hereby mutually agree as follows:

1. Definitions

"Licensed Software" shall mean the executable form of Licensor's Ibis™ System software, and all related documentation provided by Licensor to Licensee (the "Documentation").

Other capitalized terms used and not defined in this Agreement will have the meanings given in the Contract.

2. Delivery, License and Restrictions on Use

- 2.1 Delivery of Software: As described in Section 5 of this Agreement, Licensor will provide to Licensee up to 30 copies of the Licensed Software.
- 2.2 Grant of License: Licensor hereby grants to Licensee, for a period in concert with the period of performance of this Agreement (which will be consistent with Section 3 of the Contract), a royalty free, non-exclusive, non-transferable, limited license, without the right to sub-license, to (i) use the Software in the U.S., on the Ibis CareStation hardware platform provided by Licensor to Licensee under the Agreement, during the term of this Agreement, solely for the purpose of improving care for people with disabilities, (ii) to make the Software available to Users for their access and use solely for the internal business purposes of Licensee, (iii) to use the Documentation provided by Licensor to Licensee for the Software, in accordance with and subject to the terms and conditions set forth in this Agreement; and (iv)

make one (1) copy of the Software and Documentation only as necessary for backup and disaster recovery purposes, which copy shall be subject to the terms and conditions of this License.

- 2.3 Ownership of Software: The Ibis™ System software including any modifications and additions thereto made by LICENSOR at the suggestion of LICENSEE, all copies of the Software, and all intellectual property rights contained therein, (including but not limited to all trademarks, copyrights, and patents) shall remain the property of Licensor. For modifications and additions made by LICENSOR at LICENSEE suggestion, LICENSEE hereby assigns and agrees to assign to LICENSOR, all of its right, title and interest in and to all such modifications and additions and hereby agrees to execute all instruments reasonably requested by LICENSOR to confirm and effectuate the foregoing assignment.
- 2.4 Restrictions on Use: The grant of license set forth in Section 2.2 shall not be interpreted as granting Licensee any license or rights not expressly granted herein. Specifically, and without limitation, Licensee agrees not to: (i) license, distribute, electronically or otherwise, or timeshare the Software; or (ii) copy (except as permitted by Section 2.2 above), modify, embed, enhance, disassemble, decompile, revise, reverse engineer or create derivative works of the Software, or derive any source code or proprietary design from the Software.

3. Confidential Information

- 3.1 Confidential Information: Licensee acknowledges that the Ibis™ System software and all related materials supplied by Licensor and all copies thereof are proprietary to Licensor and may also contain trade secrets of Licensor.

4. Intellectual Property Infringement Indemnification

- 4.1 Indemnification Obligation: Licensor agrees to indemnify, defend and hold harmless Licensee, its officers, directors, managers, employees, consultants, agents, contractors and member families (each a "Licensee Party") from any claims, assertions, allegations, damages, liabilities, losses and expenses that are asserted by a third party against Licensee in a claim, action, litigation or other proceeding for an infringement of such third party's patent, copyright or trade secret right caused by such Licensee Party's use of the Software on the condition that:
- i. No such obligation or liability shall exist if such claim, assertion, allegations, damages, liabilities or expenses result or arise from: (aa) any breach of LICENSEE of this Agreement, (bb) direction, instructions, input, comments, requests or contributions of LICENSEE, or any LICENSEE Content, to any Service (including, without limitation, any customization or adaptation of the Licensed Software), (cc) any incorporation into the Licensed Software, or any combination of the Licensed Software with, any software, hardware, technology, services, process or work of or provided by LICENSEE or a third

party or any LICENSEE Content, (dd) any use of the Licensed Software other than with and including the latest of any updates, upgrades, error corrections or other derivation that LICENSOR has provided to LICENSEE for implementation, or implemented into, the Licensed Software, or (ee) any unauthorized use or modification of the Licensed Software;

- ii. Licensee gives Licensor written notice of such claim promptly after first receiving knowledge of such claim;

Licensee permits Licensor to defend against, and control the defense against, such claim through counsel selected and engaged by Licensor in its reasonable discretion and acting under Licensor's reasonable direction and instruction;

- iii. Licensee cooperates with Licensor, as requested by Licensor, in such defense or settlement at Licensor's reasonable and necessary cost and expenses (other than legal fees incurred by Licensee therefor); and

Licensee does not make any admission of liability or fault related to the third party's claim, assertion, allegation, damages, liabilities, losses or expenses or any admission or statement of fact that may impair the defense against same or the settlement thereof. Any obligations and liability set forth in this Section 4 shall be the sole and only obligation and liability of Licensor in connection with any infringement, misappropriation or claim, suit, allegation or assertion thereof.

5. Representation and Warranties

5.1. General Warranties: Licensor represents and warrants that:

- i. it has the right to provide the Software and Deliverables;
- ii. it has the right to enter into and perform this Agreement, and to make the grant of rights contained herein;
- iii. provided all undisputed Software Subscription fees (each a "Fee") for the Licensed Software provided on Exhibit D are fully paid, the Licensed Software will operate in substantial compliance with the Licensed Software Specifications contained in Appendix C and modified by Appendix B of the Contract, each as adopted and changed by mutual agreement of the parties from time to time, and substantially conform to the Documentation provided by Licensor for the Software during the term of this Agreement;
- iv. any Services provided under this Agreement or the Contract will be performed in a professional and workmanlike manner, with this Service warranty remaining valid for a period of one year after performance of a specific Service;
- v. it shall not insert into the Software any code which would have the effect of disabling or otherwise shutting down all or a portion of the Software or

damaging any information or functionality, and shall ensure that no computer viruses or similar items are coded or introduced into the Software.

5.2. In the event of any breach by Licensor of the limited warranties set forth in this Section 5, Licensor will use commercially reasonable efforts to correct such breach within a commercially reasonable period of time. If in Licensor's reasonable judgment correcting such failure or defect is not commercially feasible, Licensor may terminate this Agreement with regard to such Software by written notice thereof to Licensee, in which case Licensor will refund to Licensee within fifteen (15) business days following written notice of termination to the extent Licensor has received payment from Licensee of a Fee or part of a Fee for such Software Subscription as provided in Exhibit D, a prorated portion of each such Fee or such part of such Fee paid by Licensee to Licensor for such Software Subscription the prorated portion shall be calculated from the amount of such Fee or such part of a Fee that Licensee has paid to Licensor and be equivalent to: (aa) if such Fee or part of such Fee is owed for a particular recurring time period (e.g., monthly), the time from the date on which Licensee was unable to use such Services or Licensed Software due to such breach until the end of the particular time period during which such Inability occurred; or (bb) if such Fee or part of such Fee is owed not for recurring time periods (e.g., as a lump sum, whether by one-time payment or installments), the time from the date on which Licensee was unable to use such Services or Licensed Software due to such failure or defect until the end of the two (2) year period from the date on which such Fee or part of such Fee was due.

6. General Terms and Conditions

6.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without giving effect to the provisions thereof relating to conflict of law. Exclusive jurisdiction and venue for any action brought pursuant to this Agreement, other than actions for injunctive relief, shall be in federal or state court located in Minnehaha or Lincoln County in South Dakota.

6.2. Each party recognizes and agrees that breach of this Agreement may cause irreparable harm to the other party for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to any other remedies that may be available in law or otherwise, a party shall be entitled to seek an injunction or other equitable relief against any such continued breach by the other party.

6.3. This Agreement shall be in full force and effect from the effective date of this Agreement and shall terminate the earlier of, if and when (i) either party commits a material breach of this Agreement which remains uncured thirty (30) days after written notice of such breach from the other party, or (ii) the end of the period of performance described in Section 3 of the Contract. Following termination, the

obligations under sections 2.2, 3, 4, 6.1, 6.2, 6.4 and 6.5 here of shall survive.

6.4. Licensee shall not remove Licensor's proprietary legends or licensing terms from the Software and shall reproduce such legends on the authorized copy of the Software that it makes pursuant to Section 2.2 hereof.

6.5. LICENSEE shall not have the right to assign or otherwise transfer its rights, licenses or obligations under this Agreement, or delegate its performance hereunder, without the prior written consent of LICENSOR. Any such purported assignment, transfer or validation shall be void.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date first above written to be effective as of June 1, 2015.

For: Senscio Systems, Inc.

Name: Dr. Piali De

Title: CEO

Elaine Roberts

For: South Dakota Parent Connection

Name: Elaine Roberts

Title: Executive Director

Exhibit B

Product Enhancement and Development Schedule

Subject to the terms of this Contract and the Software License Agreement, Licensor agrees to perform the following development services during the Initial Term of the Agreement. It is understood that the Licensor will make all reasonable efforts to comply with the estimated delivery times provided below, and that actual development times may vary, but delivery will not be unreasonably delayed.

All Product Enhancements and Developments remain the property of Licensor. Subject to the terms of this Agreement, Licensor grants Licensee the right to use.

Enhancement 1:

Title: Document Repository

Detailed description: The document repository is a platform which can be used to store, manage and share documents with a variety of providers, all under the strict control of an authorized individual.

Estimated delivery time after start of contract: Completion date was Aug 31, 2015.

Enhancement

2: Title:

Detailed description:

Estimated delivery time after start of contract

Exhibit C

Product Delivery Schedule

The Licensor shall make best efforts to deliver the Products, and the Licensee agrees to accept and be subject for payment for, deliveries based on the following schedule.

Item	Delivery Date
Phase 1: (Design & Development of an integrated system for Ibis that will serve as a central contact and document repository)	
Project Start	June 1, 2015
Complete Repository Development	August 31, 2015
Alpha Testing with Super Users Complete	Sept. 30,
2015 Alpha Testing including Care Providers Complete 2015	Oct. 31,
Phase 2: (Deployment of enhanced Ibis systems to 30 selected users)	
Commence Deployments	November 1, 2015
Complete Deployments	December 31, 2015

Exhibit D
Pricing and Payment Schedule

Lease & Subscription:

Phase 1: \$10,000.

Phase 2: (12 months)

Lease Hardware:

Touch Screen Monitor, Hubble, Set Up & Training Guides

2.4.1 Up Front Payment (\$300 each) \$9,000.

Software Subscription:

\$85/member/month \$30,600

Program Total: \$49,600

Note 1: Payment terms will be invoice net 30 days.

Note 2: Care Coordination will be provided by
SDPC

Note 3: SDPC will appoint a Project Lead to be the direct liaison with the Senscio
Project Manager

Note 4: Senscio will support SDPC in member identification and
selection Note 5: Payment for Phase 1 due as follows:

- 50% due upon contract signature
- Remaining 50% due upon functional design completion (ready
for test/deployment)

Note 6: Hardware lease fees (\$9,000.) will be invoiced upon commencement of Phase 2
(Shipment of hardware)

Note 7: Software Subscription fees (\$85/member/month x 30 = \$2,550/month) will be
invoiced at the commencement of each month of service.

Note 8: The number of members may be expanded up to 100, in minimum Lots of 10. Delivery
date will be 8 weeks from receipt of order. The incremental upfront payment for hardware
onboarding and the per member monthly subscription price will be the same as listed above.