

Agreement Between Senscio Systems, Inc. & SESDAC

This Contract (“Agreement”) effective as of June 1, 2016 (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 SESDAC (the “Licensee” or “”), a non-profit corporation organized in South Dakota, having its principal place of business at 1314 East Cherry, Vermillion, SD 57069.

WHEREAS, Licensor develops proprietary software including related documentation known as “Ibis Software” to assist health care providers with their service delivery.

WHEREAS, Licensee provides direct support services to their clients.

WHEREAS, Licensee desires to license Licensor’s proprietary software, leased hardware and associated support services.

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 the executable form of Licensor’s Ibis system software, the software deliverable that is provided as part of Licensor’s solution, and all related documentation provided by Licensor to Licensee (the “Documentation”).

“*Defect*” means any error or bug within the Licensed Software that is recurring and causes a material feature of the Licensed Software to fail to perform in substantial conformance with the Licensed Software Specifications, provided such error or bug does not occur or appear as a result of or due or attributable to any malfunction, misuse or other use of the Licensed Software for a purpose or in a manner not intended by Licensor, any modification, alteration, addition, change, repair or other interference with the Licensed Software by Licensee or any other person other than Licensor or willful misconduct or negligence of Licensee or any of its employees or contractors.

“*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, patients and agents who are authorized to *use* the Licensed Software, have complied with all registration and access requirements as required by the Licensor.

“*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

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individual.

2. Licenses, Equipment Lease, Support Services and Covenants

2.1. Software License, Intellectual Property and Restrictions on Use.

- 2.1.1 Grant of License: Licensor hereby grants to Licensee, for a period in concert with the period of performance of this Agreement, a royalty free, non-exclusive, non-transferable, limited license, without the right to sub-license, to (i) use the Software as described in Appendix B 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 patient healthcare, (ii) to make the Software available to Users for their access and use solely for the internal business purposes of Licensee, and (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.
- 2.1.2 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.
- 2.1.3 Confidential Information: Licensee acknowledges that the Ibis™ System software and all related materials supplied by Licensor and all copies thereof (collectively called the “Licensor Proprietary Materials”) are proprietary to Licensor and may also contain trade secrets of Licensor.
- 2.1.4 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.
- 2.1.5 Restrictions on Use: The grant of license set forth in Section 2.1.1 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, 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.
- 2.1.6 Software Defects: In the event of any failure or defect in any Software, Licensor will use commercially reasonable efforts to correct such failure or defect 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 receipt of Licensee’s written request of such refund following written notice of termination to the extent Licensor has received payment from Licensee of the monthly Fee or a prorated portion of the monthly Fee for such

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Software subscription as provided in the Appendix C.

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

2.2.1. Licensors 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.

2.2.2. Licensors shall provide all Maintenance Services and Technical Support Services remotely. Notwithstanding the foregoing, Licensors may perform Maintenance Services at any of Licensee's facilities in the event that Licensors is unable to correct such Defect remotely. At the request of and at no cost to Licensors, Licensee shall provide reasonable access to its facilities and the Licensed Software and information and additional reasonable assistance and support to Licensors as requested by Licensors to remove or correct any Defect.

2.2.3. 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 Licensors for the Licensed Software, including, without limitation, any modifications or corrections to the Licensed Software furnished by Licensors; (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 Licensors without Licensors's authorization; (f) any hardware or telecommunications equipment or other non-Licensors authorized third party Licensed Software malfunctions; or (g) use of the Licensed Software outside the scope of the license granted by Licensors to Licensee for the Licensed Software.

2.3. Onboarding Support. The Licensors provides Onboarding support services to the licensee as described in Appendix A.

2.4. Compliance with Laws. Licensors 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. Licensors 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, Licensors 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 Licensors for troubleshooting and refurbishment. Licensors 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.

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3. Period of Performance, Deliverables, Pricing, and Stakeholder Expectations

The term of the contract is one year from the Agreement effective date and will automatically renew on an annual basis for additional one year terms unless written notification is provided 60 days prior to the applicable expiration date. Appendix C contains the Product Pricing and Payment Terms, Product Delivery Schedule, Product Enhancement Schedule (if applicable), and Stakeholder Expectations.

4. Representation, warranties, and covenant

4.1. Disclaimer of Any Warranties. 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.

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.

4.2. Medical Advice. 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 Protocols Disclaimer set forth in Section 4.2.1 below.

4.2.1 Medical Protocols. Licensee shall be responsible for the definition, review and acceptance of all medical protocols used in the Ibis system as described in Reference A. 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, Licensor 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.

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5. Confidential Information

5.1. 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.

5.2. 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.

5.3. Restrictions on Use:

5.3.1. Receiving Party shall not make known any Confidential Information to third parties for a period of two years following the termination of its relationship with Disclosing Party or three years from the date of this Agreement, whichever is longer. 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.

5.3.2. 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.

5.3.3. 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.

5.4. Breach. If Receiving Party learns of any breach, it shall promptly notify Disclosing Party. Breach or threatened breach 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

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other rights and remedies at law or in equity that may be available to it.

6. Patient Data

6.1.Protection of Patient Data. Licensor and Licensee agree as follows:

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

6.1.2. 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 Licensor and Licensee; and (b) Authorized uses of Patient Data by Licensor and Licensee, 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.

6.1.3. Licensor 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 Licensor.

6.1.4. Licensor and Licensee 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.

6.2.Business Associate. In connection with performing the Services, Licensor 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.

6.3.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 Licensor by Licensee ("Licensee Content") remains the sole property of Licensee. Licensee grants Licensor the right, and Licensor is authorized, to have access to and use and make use of Licensee's Content as is necessary and appropriate for the performance of Licensor's obligations under this Agreement.

6.4.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.

7. Termination for Breach

7.1.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:

B. 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;

C. 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

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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;

- D. 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
- E. 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.

7.2. 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 2, Section 5, Section 7.3, Section 8.1, as well as any other provisions which by their nature would reasonably be expected to survive any such termination or expiration.

7.3. 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 leased hardware, (ii) Licensed Software, and (iii) return any and all information and materials developed or used in connection with the Licensed Software., or (iiii) 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. Licensee recognizes and agrees that breach of this Agreement may cause irreparable harm to Licensor for which money damages would not be an adequate remedy. Accordingly, Licensee agrees that in addition to any other remedies that may be available in law or otherwise, Licensor shall be entitled to seek an injunction or other equitable relief against any such continued breach by Licensee.

8. MISCELLANEOUS

8.1. Indemnification. Licensor agrees to indemnify, defend and hold harmless Licensee, its affiliates and the officers, directors, managers, employees, agents and contractors of them from any damages, liabilities, losses and expenses that, and to the extent they, 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 Licensee'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;

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

Licensee permits Licenser to defend against and settle, and solely control the defense against and settlement of, such claim through counsel selected and engaged by Licenser in its sole discretion and acting solely under Licenser's direction and instruction;

- iii. Licensee cooperates with Licenser, as requested by Licenser, in such defense or settlement at Licenser's reasonable and necessary cost and expenses (other than legal fees incurred by Licensee therefor); and
- iv. Licensee does not make any admission of liability or fault related to the third party's claim, assertion, allegation, damages, liabilities 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 Licenser in connection with any infringement, misappropriation or claim, suit, allegation or assertion thereof.

EXCEPT FOR BREACH OF CONFIDENTIALITY, OBLIGATIONS UNDER SECTION 5, SECTION 6 AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.1 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.

- 8.2. Insurance. During the term of this Agreement, Licenser 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. Licenser 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 Ibis CareStations at their full replacement value.
- 8.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts 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 8 is the sole forum) is in the federal and state courts located in Massachusetts 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.
- 8.4. 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.

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- 8.5. 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. Paul Floyd COO / CFO
1740 Massachusetts Avenue
Boxborough, MA 01790

If to Licensee: Gerry Tracy
1314 East Cherry
Vermillion, SD 57069

- 8.6. 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.
- 8.7. 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.
- 8.8. Headings. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- 8.9. 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.
- 8.10. Assignment. 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 the Licensor. Any such purported assignment, transfer or validation shall be void.
- 8.11. 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

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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.

- 8.12. 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.
- 8.13. 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.
- 8.14. Counterparts. 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.
- 8.15. 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.
- 8.16. 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 representatives as of the date first above written.

For: Senscio Systems, Inc.

Name: Dr. Piali De

Title: CEO

For: SESDAC

Name: Gerry Tracy

Title: CEO

Attachments:

- Appendix A: Technical and Onboarding Support Services
- Appendix B: Ibis Hardware/Software Specifications
- Appendix C: Pricing, Statement of Work, Stakeholder Expectations
- Reference A: Ibis Medical Protocols

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Appendix A: Technical and Onboarding Support Services

Services:

Licensors provides a 24 x 7 x 365 toll free telephone support line at 1- 888-679-5286 to reach technical and onboarding support services. Licensors support personnel will be available to support your requests during business hours 9 AM – 5 PM EST. If the call is outside of business hours, leave a message and Licensors support personnel will be in contact with you the next business day.

- Technical support for the hardware and Ibis Software
- Support Enrolling and onboarding users/patients

Ibis Technical Support Service Standard:

Licensors support assigns a 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 works 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. “Best Commercial Practices” shall mean 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.

Priority	Problem Severity	Response Goal	Resolution Goal
1	HIGH: System or major application is seriously affected and there is no reasonable workaround currently available	Licensors will confirm receipt of problem via phone within 4 hours.	Upon confirmation Licensors will use Best Commercial Practice to provide a workaround or correct the problem within 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</i> a workaround exists	Licensor will confirm receipt of the problem via phone within 4 hours.	Licensor 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.	Licensor will confirm receipt of problem within one (2) Business days.	Resolution of the problem may appear in future software or documentation releases.

Ibis Onboarding Support Standard:

The Licensor follows defined processes to support the Licensee onboarding users/patients. These processes are under version control and available for review by the Licensor:

- Process for Enrolling / Onboarding Patients
- Medication Reconciliation Process

In support of the processes Licensor provides to the Licensee user/patient enrollment forms that include:

- HIPAA/Privacy forms
- Patient Demographics
- Patient Preferences
- Care Plan Information Form
- Medication Acknowledgement Form (for patient)

The Licensor's Project Manager is available to support the Licensee with the implementation and support for the Ibis solution. Enrolling and onboarding are activities that are usually done during standard business hours.

Appendix B: Ibis Hardware/Software Specifications

Hardware Product Specification Ibis Station

Display:

15 or 17-inch SAW 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:

Debian Linux

System Electrical Requirements:

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

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

Ibis Software Version 1.5 – Product Specification

Ibis CareStation Software

Version 1.5 of the Ibis software consists of three client-facing applications: The CareStation, the CarePortal, and the Analytics Portal. The CareStation is the patient interface, providing friendly prompts and reminders aligned with the patient's daily care plan, as well as guiding patients through adverse health events, and increasing patient engagement in their own health. CareStation features include:

1. Care plan reminders, such as:
 - a. Medication administration details, including medication name, dose, strength, date & time, NDC code, instructions, and an image of the medication (if available)
 - b. Insulin dose reminders, based on a sliding scale
 - c. Wake-up and sleep times
 - d. Meal times
 - e. Vitals (blood pressure, temperature, pulse rate)
 - f. Other measurements, such as:
 - i. Weight
 - ii. Oxygen saturation
 - iii. Blood glucose
 - iv. FEV1
 - g. Exercise reminders
 - h. Pedometer reading
 - i. Clinical appointments
 - j. Depression monitoring
 - k. Self checks (wellness, breathing, coughing, and swelling)
2. Medical Protocols – If the CareStation detects an adverse health situation, a protocol will guide the patient through specific instructions for early intervention of hyperglycemia, hypoglycemia, episodic hypertension, fluid retention, and COPD flare-up.

3. Family images as the background of the CareStation
4. Care plan adherence for the previous day and week
5. Health tips
6. Communication with Care Navigators, tech support, and family members
7. Reward points (accumulated through successful completion of daily care plan tasks, and redeemable for rewards)
8. Alerts (Sent to assigned recipients as text messages, or viewed in the CarePortal):
 - a. Missed critical meals
 - b. Missed critical medications
 - c. Missed critical self checks
 - d. Clinical protocol alerts

Ibis CarePortal Software

The CarePortal is the primary access point to a patient's information, and the tool used to create and edit care plans. The CarePortal can be accessed through any internet connected computer. Version 1.5 of the CarePortal software includes the following features:

1. Access to the CarePortal through web browsers on Mac, Windows, or Linux systems
2. Access on mobile devices, such as tablets and smart phones
3. Manage multiple patients under a single account
4. Set-up and modify care plans, including:
 - a. Medication administration details, including medication name, dose, strength, date & time, NDC code, instructions, and an image of the medication (if available)
 - b. Insulin dose reminders, based on a sliding scale
 - c. Wake-up and sleep times
 - d. Meal times
 - e. Vitals (blood pressure, temperature, pulse rate)
 - f. Other measurements, such as:
 - i. Weight
 - ii. Oxygen saturation
 - iii. Blood glucose
 - iv. FEV1
 - g. Exercise reminders
 - h. Pedometer reading
 - i. Clinical appointments
 - j. Depression monitoring
 - k. Self checks (wellness, breathing, coughing, and swelling)
5. Set-up and modify medical protocol parameters for hyperglycemia, hypoglycemia, episodic hypertension, fluid retention, and COPD flare-up.
6. View the patient's scheduled, completed, and overdue tasks in real time
7. Complete patient tasks, and add notes and signatures to the tasks
8. View health and adherence alerts, including alerts for abnormal vitals or missed critical medications
9. View adherence graphs for medications, meals, vitals, exercise, and self checks
10. View graphs and trends of a patient's blood glucose, weight, blood pressure, O₂ Sat & pulse rate, temperature, exercise, self checks (wellness, breathing, coughing, and swelling), FEV1, PHQ-2 score, and pedometer reading
11. View a record of specific actions taken during a clinical protocol episode

12. Manage clinical appointments
13. View patient demographics and care team information
14. Document repository
 - a. Upload, view, and download patient documents
 - b. Organize patient documents in custom folders
 - c. Grant other CarePortal users permission to view, download, and edit documents
15. Add general and contextual notes
16. Record acute care episodes
17. Upload family images, to be displayed on the patient's CareStation
18. Suspend or resume patient use of the CareStation

Appendix C: Pricing, Statement of Work, Stakeholder Expectations

Statement of Work and Stakeholder Expectations

- Senscio will provide Ibis systems for a minimum of five (5) individuals throughout the agency network
- Senscio will provide onboarding paperwork customized (as necessary) for the CSPs. Customer identifies one central POC/project manager who will receive alerts/notifications and all members of the Care Team
- The customer identifies the clients for the Ibis units and provides Senscio with onboarding paperwork.
- Senscio will set up accounts, care plan, and Care Station as well as Caregiver accounts for the customer's central POC/project manager and care team members.
- Senscio will schedule installs with the customer and end user (as identified in the paperwork). Installs must include the end user and at least one care team member so that someone cognitively able and part of the individual's care team understands how to use the system.
- Senscio will provide a single in-person or online training for all customer staff working with end-users having the system. The training will consist of use of the CarePortal, troubleshooting, and engaging the Senscio team for changes to care plans.
- Senscio will install the Care Station at the end user's home and provides training to the care team and end user in-home.
- Senscio will contact the central POC/project manager one day and one week after the installation to address quality and experience of the installation.
- The project will start no later than June 1, 2016.

Onboarding & Subscription Terms (12 Months)

Onboarding Fee:

Installation, Registration, Enrollment, Set Up & Training	
• Up Front Payment (5 @ \$300 each)	\$1,500

Subscription Fee for Software License and Hardware Lease:

\$85/member/month	<u>\$5,100</u>
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Program Total:	\$6,600
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Terms

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

Note 2: Licensee will appoint a Project Lead to be the direct liaison with the Senscio Project Manager

Note 3: Onboarding fees will be invoiced June 1st

Note 4: The Subscription fee for the Software License and Hardware will be invoiced on the first of each month starting June 1st

Note 5: The number of units may be expanded up to 25, in minimum Lots of 5. 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.

Additional details are:

- Any changes in price will be negotiated on a good faith basis.
- A Business Associates Agreement will be signed between Senscio and the customer.
- Senscio will appoint a project manager to work with your designated project manager to serve as the primary point of contact for all project related issues.
- Customer will appoint a project lead within a week after signature of this contract.
- Customer will initiate the patient review and selection process. The initial phase of patient onboarding will be done within 30 days from contract signing.
- The customer will assign a care team and care team lead for each end users of the Ibis system.
- All communications about the customer's end users will be provided by care team leaders to the customer project lead and then to Senscio and Senscio will communicate back to the customer project lead. Sample communications include:
 - Any concerns or problems with the Care Station or Care Portal for the customer's end users or the care team.
 - Notifications about Care Station usage or adherence to the Care Plan.
 - Communicating any/all changes to the end user's Care Plan, including medications, activities or daily living, or care protocols.
 - Requests for access for customer care team members to the end users record through Senscio's Care Portal.