

Memorandum of Understanding

This Memorandum of Understanding effective as of June 1, 2015 is made by and between Sencio Systems, Inc. ("Sencio"), having its principal place of business at 1740 Massachusetts Ave., Boxborough, MA 01719, and South Dakota Parent Connection, Inc. ("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.

Recitals

WHEREAS, Sencio and SDPC have entered into a Contract to pilot the IbisCare system for use with families of children and youth with disabilities and special health care needs (the "Contract"), which includes the co-development of a customized Document Repository with information provided by SDPC and up to fifty (50) of its member families in South Dakota from June 1, 2015 through December 31, 2016; and

WHEREAS, Sencio and SDPC have discussed the development of a separate royalty agreement related to the use of the Document Repository in conjunction with the IbisCare Station in its use with families of children and youth with disabilities and special health care needs, which will recognize the expertise and contributions of SDPC and its member families to development of the Document Repository; and

WHEREAS, Sencio and SDPC have a desire to enter into the Memorandum of Understanding setting forth (i) their agreement to continue collaborative development of the Document Repository with the intent to execute a royalty agreement and (ii) the time frame for negotiation and execution of the royalty agreement.

NOW, THEREFORE, it is hereby agreed by and between Sencio and SDPC:

1. This Memorandum of Understanding is intended by the parties to be a binding contract, enforceable according to its terms. The above Recitals are substantive and are incorporated herein as if fully set forth in this paragraph. No waiver, alteration or modification of any of the provisions hereof will be binding unless made in writing and signed by the parties.
2. The parties will continue to collaboratively develop and evaluate the use of the Document Repository during the first six months of the pilot project described in the Contract;
3. The parties will initiate good faith negotiations related to the royalty agreement no later than July 1, 2016.
4. The Document Repository capability is included with the standard SW license distribution available for all Sencio customers.

5. The parties must execute a mutually agreed upon royalty agreement prior to any commercial use of the Document Repository with families of children and youth with disabilities and special health care needs (other than as allowed by Senscio, SDPC and its member families under the Contract).
6. 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.
7. This Memorandum of Understanding will 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 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 will 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.

We, the undersigned, have read and agree with this Memorandum of Understanding.

By: _____

Date: _____

Dr. Piali De, _____ of

Senscio Systems, Inc.

BY: Elaine Roberts

Date: 12/17/2015

Elaine Roberts, Executive Director of

South Dakota Parent Connection