

October 20, 2015

Senscio Systems
1740 Massachusetts Avenue
Boxborough, MA 01719

Subject: Letter Contract

This Letter Contract effective as of June 1, 2015 is made by and between Senscio Systems, Inc., having its principal place of business at 1740 Massachusetts Ave., Boxborough, MA 01719, and _____ (the "Licensee" or "Customer"), a non-profit corporation organized in _____, having its principal place of business at _____.

Statement of Work:

Senscio Systems will provide equipment, software and support services for a project as outlined below:

- Ibis systems for a minimum of 50 individuals throughout the agency network:
 - Individuals shall be selected by the appropriate agency staff.
 - Installation, training and technical support will be provided by Senscio personnel.
 - This initial project will be based on current capabilities (protocols and alert systems) included in the Ibis system and any additional enhancements provided over the course of the project by Senscio Systems.
- Routine 24x7 monitoring of each enrolled individual's health and adherence alerts will be provided by Senscio Systems with notifications and handoffs to the appropriate agency staffs, as agreed.
- Senscio will provide analytics on health and behavioral trends for each enrolled individual.
- Care Navigation support for onboarding and ongoing operations including _____
- The project will start no later than Dec 1, 2015 and continue for a period of one year.

The final Quote with terms for the Ibis system and associated services is included as an attachment to this letter.

Additional details are:

- Following execution of this Letter Contract, an Agreement containing all required legal documents will be executed and include, but not be limited to:
 - Support Services Agreement
 - Hardware Lease and Software License Addendum
 - Ibis Protocols and Service Support Processes
- 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. Any changes in price will be negotiated on a good faith basis.
- 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.
- A Business Associates Agreement for your signoff.
- Licenses will be granted and the product will be delivered as outlined in Exhibit B subject to the payment of fees under Exhibit A and the fulfilment of the terms and conditions of this letter contract and the final Agreement.
- If applicable, additional product enhancements will be provided as outlined in Exhibit C.

The parties signify their agreement by signing below:

Community Support Providers
Of South Dakota

Date

Senscio Systems

Date

Attachments:

Appendix A: Product Pricing and Payment Schedule

Appendix B: Product Delivery Schedule

Appendix C: Product Enhancement Schedule (if applicable)

Appendix A: Example Product Pricing and Payment Schedule

Onboarding & Subscription:

Phase 1: \$10,000.

Phase 2: (12 months)

Onboarding:

Installation, Registration, Enrollment, Set Up & Training

- Up Front Payment (50 @ \$395 each) \$19,750.

Software License, Hardware Lease Subscription, Care Navigation Service:

\$150/member/month \$90,000

Program Total: \$119,750

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: Payment for Phase 1 due as follows:

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

Note 4: Onboarding fees (\$19,750) will be invoiced upon commencement of Phase 2 (Shipment of hardware)

Note 5: Software Subscription fees (50 x \$150 = \$7500) will be invoiced on the first of each month of service after hardware shipment.

Note 6: The number of units 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.

Appendix B: 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:

Phase 2:

Appendix C: Product Enhancement Schedule

Subject to the terms of this Letter Contract and the final Agreement that includes the Ibis Software License Addendum. Licensor agrees to perform the following development services during the Initial Term of the Agreement and grants the right to use:

Enhancement 1:

Title:

Detailed description:

Estimated delivery time after start of contract

Enhancement 2:

Title:

Detailed description:

Estimated delivery time after start of contract

All Product Enhancements and Developments remain the property of Licensor. It is understood that the Licensor will make all reasonable efforts to comply with the estimated delivery times and that actual development times may vary.

