

Agreement Between Senscio Systems, Inc. & Northern Hills Training Center

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.

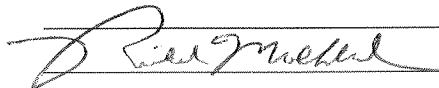
8.13. No Grants Regarding Other Patents. Licensee by signing this Agreement acknowledges and agrees that no provision of this Agreement shall be construed to apply to or grant any rights whatsoever with respect to any patents or rights to patents possessed by Licensor now or in the future.

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.

 5/23/16

For: Senscio Systems, Inc.

Name: Dr. Piali De

Title: CEO

For: Northern Hills Training Center

Name: Richard Mulholland

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