Contract Between Senscio Systems, Inc. &

(Insert Company Name)

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Licensee” or “”), a non-profit corporation organized in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

WHEREAS, Licensee provides \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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:

# 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 solution.

“*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 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.

# Licenses, Equipment Lease, Support Services And Covenants

* 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. 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.
  3. Software Support and Maintenance: During the period of this Agreement and subject to its terms and conditions,
     1. Licensor will provide to Licensee as maintenance services for the Licensed Software, the following services:
        1. Any applicable new Updates to the Licensed Software that are made generally available to other Licensees of the Licensed Software;
        2. Any applicable error corrections and modifications to the Licensed Software that are made generally available to other Licensees of the Licensed Software;
        3. Any applicable updates to the Documentation that are made generally available to other Licensees of the Licensed Software.
     2. Licensor shall provide all Maintenance Services and Technical 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.

* 1. Care Navigation Support. If included in Exhibit D, Licensor provides Onboarding and Care Navigation support services to the licensee as described in Appendix A.
  2. 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.
  3. 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.

# Period of performance

The Initial Term of this Agreement commences on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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.

# Deliverables, payment, and pricing

* 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.
  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.

# Representation, warranties, and covenant

* 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.

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.*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 Disclaimer set forth in Section 5.2.2 below.

*5.2.1* Medical Protocols. Licensee shall be responsible for the definition, review and acceptance of all medical protocols used in the Ibis system as described in Exhibit E. 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.

# Intellectual Property Rights

* 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.

# Confidential Information

* 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.
  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.
  3. Restrictions on Use:
     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.
     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.
     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.
  4. 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.

# Patient Data

* 1. Protection of Patient Data. Licensor and Licensee agree as follows:
     1. All Patient Data will be owned by the Licensee’s Patients.
     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.
     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.
     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. See Appendix D.
  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.
  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.
  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.

# Termination For Breach

* 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:

1. 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;
2. 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;
3. 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
4. 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.

* 1. 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.
  2. 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.

# 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. 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.

1. MISCELLANEOUS
   1. Indemnification. Licensor agrees to defend Licensee at Licensor’s 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 Licensor 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 Licensor for any and all claims, suits, demands, losses, costs, damages, fees or expenses (including reasonable attorney’s 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 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.

* 1. Insurance. During the term of this Agreement, Licensor 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, Licensor 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.
  2. Governing Law. This Agreement shallbe 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 10 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.
  3. 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.
  4. 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:

* 1. 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.
  2. 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.
  3. Headings. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
  4. 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 there of 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.
  5. Assignment. Licensee may not assign its rights or obligations hereunder without the prior written consent of Licensor.
  6. 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.
  7. 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. 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. 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.

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 representatives as of the date first above written.

For: Senscio Systems, Inc. For:

Name: Dr. Piali De Name:

Title: CEO Title:

Attachments:

Appendix A: Technical and Care Navigation Support Service Agreement

Appendix B: Data Security of Protected Health Information Appendix C: Ibis Hardware/Software Specifications

Exhibit A: Ibis Software License

Exhibit B: Product Enhancement and Development Schedule Exhibit C: Product Delivery Schedule

Exhibit D: Pricing and Payment Schedule

Exhibit E: Ibis Medical Protocols

Exhibit F: Intake Form for Enrolling Patients in Ibis

# Appendix A

**Technical and Care Navigation Support Services**

***Services*:**

Licensor provides a 24 x 7 x 365 toll free telephone support line at 1- 888-679-5286 to reach technical and care navigation support services:

* The Ibis service provides technical support for the hardware and Ibis Software during business hours 9 AM – 5 PM EST. Licensor support personnel will be available to support your requests. If the call is outside of business hours, Licensor support personnel will be in contact with you the next business day.
* The optional Ibis Care Navigation services provide significant service enhancements that include Care Navigators and Nurse Facilitators that perform the following functions in support of the Licensor’s service to their patients:
  + - Support Enrolling and onboarding users/patients
    - Support Reconciling the care plan that is entered into the Ibis system
    - Support Monitoring the progress of users/patients
    - Support Handling Ibis alerts

***Ibis Technical Support Service Standard:***

Licensor support assigns case number and priority levels. Licensor support may provide Licensee with a temporary solution that enables Licensee functionality to resume while continuing to work towards identifying a more permanent solution. Licensor 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 Licensor Support Organization when entered into the Licensor support queue.

|  |  |  |  |
| --- | --- | --- | --- |
| 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 | Licensor will confirm receipt of problem via phone within 4 hours. | Upon confirmation of receipt, Licensor 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. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **MEDIUM:** A  Problem where there is minimal impact on the quality, or performance of the application *and 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. |
|  | **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. |

As used in the Priority Level table above, 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.

***Ibis Care Navigation Service Support Standard:***

The Licensee follows defined processes to support the Licensor with the Ibis Plus services listed under the ***Services*** section above. These processes are under version control and available for review by the Licensor as needed:

* Process for Enrolling / Onboarding Patients
* Medication Reconciliation Process
* Monitoring Process
* Protocol Alert Process

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

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

The current version of the Intake Form for Enrolling Patients in Ibis is included in Exhibit F.

The Licensee’s Project Manager, Care Navigators, Nurse Facilitators, and contracted On-call Nursing Service support the Licensor with the implementation and support for the Ibis solution. Enrolling, onboarding, care plan reconciliation, and monitoring are activities are usually done during standard business hours. Handling protocol alerts is done 24 x 7 x 365. The Licensor’s Nurse Facilitators (or contracted on-call nursing service) are all registered nurses trained in telephone triage to provide immediate assistance for the Licensees patients/users when deemed needed as defined by the Protocol Alert Process. They follow Julie Briggs Telephone Triage Protocols:

A. In the event of serious medical emergencies licensee shall triage patients as per triage protocol.  Licensee shall not be responsible for any patient costs incurred as a result of such referral and such costs shall be the patient’s, or insurers, sole responsibility.  Licensee shall not be liable for any medical costs and the licensor hereby agrees to indemnify and hold Licensee harmless for same.

B. Licensee shall make a record of each call and follow up with the appropriate provider.

C. The Nurse will attempt to return calls to patients within thirty (30) minutes. Calls will be handled in order of acuity.

D.  Any complaint or concern should be brought to the attention of licensee within a reasonable time frame.

# Appendix B

**Data Security of Protected Health Information (PHI)**

Technical Security

Senscio Systems has designed the lbis Software system with PHI security in mind. The lbis 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 lbisCare deployment. Access will be granted in order to troubleshoot technical problems, customize the lbisCare 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 lbis 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

lbis Care Station-PatientInterface

Version 1.0 of the lbis 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 andinclude:

* 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

lbis 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)

Exhibit A

*SOFTWARE LICENSE AGREEMENT*

*FOR LIMITED USE OF SENSCIO 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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, subject to the terms and conditions set forth in this Agreement.

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

# 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”).

# Delivery, License and Restrictions on Use

* 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. 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 in the U.S., on the lbis 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, (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.
  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.
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# Confidential Information

* 1. 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.

# Intellectual Property Infringement Indemnification

Licensor agrees to indemnify, defend and hold harm less 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:

1. 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;

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

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

1. 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
2. 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 Licensor in connection with any infringement, misappropriation or claim, suit, allegation or assertion thereof.

# Representation and Warranties

* 1. General Warranties: Licensor represents and warrants that, to the best of its knowledge
  2. it has the right to provide the Software and Deliverables; it has the right to enter into and perform this Agreement, and to make the grant of rights contained herein;
  3. 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. Licensor represents and warrants to Licensee that, provided all undisputed Fees for such license under the Agreement are fully paid, that the Software will operate in substantial accordance with and substantially conform to Licensor’s Documentation provided by Licensor for the Software during the term of this Agreement.
  4. In the event of any failure or defect in any Software in breach by Licensor of the limited warranties set forth in this Section 5, 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 a Fee or part of a Fee for such Software Subscription as provided in Exhibit D, a prorated portion of the amount of 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 failure or defect 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.

# General Terms and Conditions

* 1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts 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 the Commonwealth of Massachusetts.
  2. 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 LlCENSEE.
  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) LICENSEE commits a material breach of this Agreement, or (ii) the Expiration Date of the Agreement. Following termination, the obligations under sections 2.2, 3, 4, 6.1, 6.2, 6,4 and 6.5 here of shall survive.
  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.
  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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

For: Senscio Systems, Inc. For:

Name: Dr. Piali De Name:

Title: CEO Title:

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.

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:

Detailed description:

Estimated delivery time after start of contract

Enhancement 2: Title:

Detailed description:

Estimated delivery time after start of contract

*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:

Exhibit D Example

*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 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.