 INSERT INTO CONTRACT

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.
  + In this process, customer identifies one central POC/project manager who will receive alerts/notifications and all members of the Care Team
* The customer identifies all clients they wish to have Ibis units installed for and provides Senscio with onboarding paperwork.
  + Senscio will cluster install all units for identified customer end users.
* 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.
* Senscio will provide Care Navigation services during normal business hours (8 a.m. to 5 p.m. central) to monitor CareStation adherence and alerts. After-hours CareStation alerts will be shared with the customer at the start of the next business day.
* Senscio’s Care Navigator will share alerts to the customer’s central POC/project manager or designee regarding CareStation usage and care plan adherence.
* The project will start no later than June 1, 2016 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:

* The term of the contract is one year 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 and Care Navigator 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.
* A Business Associates Agreement for your signoff.
* 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
* 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.

**Appendix A: Example** **Product Pricing and Payment Schedule**

**(Being Setup on ZOHO to Directly Produce this Exhibit)**

# 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:

**Exhibit** **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.