Hi Paul,  
  
It was great meeting you last week. I did an initial review of the  
Agreement and Contract Letter. I don't have many suggested changes for the  
Contract Letter, but I do think that the Agreement could use a refreshing.  
Substantively it has most of the important terms it needs, but there are  
some sections that could be a bit more protective and clear, and there are  
some other details that would also be helpful to clean up, e.g. defining  
capitalized terms, deleting repetitive language, etc. I think these types  
of updates would help to streamline the process of your customers' review.  
  
Before I start to revise the document, I wanted to run a few questions by  
you.  
 Sarah  
  
-- Are there other terms that you provide separately related to the  
equipment? The Letter Contract mentions that there will be a definitive  
Hardware Lease, but I didn't see much by the way of hardware lease terms in  
the Agreement other than some limited language in Section 2.5. For example,  
it would be good to clearly state that the customer is supposed to return  
the equipment to Senscio at the end of the term in good condition, if  
that's supposed to be the arrangement, and other relevant terms.

We should do once the lease terms are finalized with the leasing company

-- In the definition of "Users", there is a reference to an end user  
license agreement that each User must accept. Do you have a copy of that?  
Is that an agreement that comes up on the screen when the User logs on for  
the first time where they click "Accept", or is that a document they would  
sign on paper? It would be good to have more clarity on this process.

Steve to check to see if we have this in the CareStation

Completed in Contract v1.1:

-- Typically when there is an initial letter of intent and a subsequent  
definitive agreement, the business terms of the letter of intent are  
incorporated into the definitive agreement so all the terms are in one  
place. It doesn't look like that was the approach here, e.g. fees are not  
included in the Agreement. I assume this is because you view the letter as  
a binding contract (which I agree that it is). However, I think it's  
important that all relevant terms of the agreement be located in one place.  
When an investor or potential buyer is doing their due diligence on your  
contracts, they will not want to have to look in multiple places to piece  
together the terms of each arrangement, they will want it all in one place.  
So I think we should either incorporate the business terms of the Letter  
Contract into the body of the definitive Agreement, or at a minimum attach  
the Letter Contract as an Exhibit to the Agreement. Let me know if you have  
a preference.

Added as exhibit

-- In Section 2.3, it sounds like the Licensee only gets access to the  
Technical and Care Navigation Support Services listed in Appendix B if  
those services are mentioned in the Letter Contract, but Section 2.5  
implies that every customer is entitled to those Appendix B terms. We  
should figure out which is the case and make these sections more  
consistent.

Changed to reduce services to technical and onboarding support.

-- Do you have a strong preference for dispute resolution by arbitration?  
That Section 8 adds a full page to the Agreement and is not really  
necessary given the section referencing the Mass court system. But if you  
have a strong preference for arbitration based on past experience, we can  
certainly keep it in.

Section 8 on Arbitration is removed.

-- The company's product was referenced in different ways without being  
defined, so I thought it would be helpful to try to make these references  
more uniform and perhaps include a definition. Some places refer to  
IbisCare Stations, some refer to Ibis CareStations, some refer to the Ibis  
System. Are these all names that you use for the hardware and software  
combined?

Cleaned up. Main issue was several instances of IbisCare

-- I know the Ibis Medical Protocols is a long document that you'd rather  
not attach to this Agreement. We can just cross-reference it if you like, I  
just want to make sure there is no ambiguity about what is being  
referenced. Is there a way to more clearly define it in the Agreement when  
we reference it, e.g. reference the date of the Protocols document, or  
location on your web site where it can be found (if applicable), or  
something else?

Keep as reference and attached PDF file.

-- Is the one-year term supposed to start from the date of the Contract  
Letter or the date of the definitive Agreement?

One year from the contract agreement effective date

-- I don't see the need to attach a separate license agreement as Appendix  
A (as currently structured), as that results in two sections on warranties,  
two sections on indemnification, etc., both in the main Agreement and  
Appendix A. I would like to bring the terms of Appendix A into the body of  
the Agreement, which I think would make a customer's (and their lawyer's)  
review process easier. Is that OK?

Moved and reduce size to deal with overlaps. Also written as if package software rather than cloud based. Have reduced as a result.

-- The Senscio indemnification clause (first part of Section 9.1) is worded  
very broadly, and I'm worried it could easily give rise to liability for  
Senscio. There is a more narrowly worded Indemnification clause in Appendix  
A limited to infringement, and I would prefer to include solely that  
indemnification language. However, before I delete the 9.1 language, I  
wanted to first check with you as to whether there is any background on why  
you think customers might expect language like that.

Moved and replaced.