**Scene Health Services & License Agreement**

This Services & License Agreement (the “Agreement”) is issued by emocha Mobile Health Inc, dba Scene Health, a Delaware corporation (“Scene”) to the Licensee below (“Licensee” or “Customer”). Scene and Licensee are together referred to herein as “the Parties”. Licensee hereby accepts the licensing terms and conditions of service provided at <https://www.scene.health/terms-of-use> (the “License”). This Agreement provides Licensee-specific terms to the License.

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| Licensee: Sauk County Health Department | Quote (**Attachment A**): QT-1925 |
| Effective Date: | Term: Three (3) months from training of Licensee’s staff, but no longer than four (4) months from the Effective Date |

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| Licensee Contact Information | Scene Contact Information |
| Company: Sauk County Health Department | Company: Scene Health |
| Name: | Name: Morad Elmi |
| Address: | Address:  10807 Falls Road, # 828  Brooklandville, MD 21022 |
| Phone: | Phone: (410) 864-8587 |
| Email: | Email: melmi@scene.health |

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| Product Description and Specifications | Implementation Fee | Number of User Licenses | Technology Fee (Per User / Month) |
| **Scene video DOT**  Technology Fee: monthly subscription to Scene video DOT, three healthcare worker licenses, up to 100 concurrent patient licenses. | $0 | 3 | $0  See QT-1925 for applied discount |

Software Implementation and Technology Fees.

License Term: The license term begins on the Effective Date of the Agreement and will continue for the Term or for as long as any Software is being provided by Scene to Licensee under this Agreement (the "License Term"). Before the expiration of this Agreement, Licensee may elect to extend the License Agreement for a one-year Term (the “Initial Renewal Term”) at the prices listed above without the 100% discount. In subsequent years the Agreement shall automatically extend for additional one-year terms if not terminated within 60 days of the end of the respective term.

Fees: Licensee shall pay Scene an Implementation Fee at the time this License Agreement is executed. Licensee shall also pay Scene a fee during the License Term (the “Technology Fee”), beginning with the first month of delivery, for support, hosting, maintenance and access to the Software. See specifics in table above. **For the initial Term of this License Agreement, all fees have been waived**.

Payment Terms: The Implementation Fee is due upon execution of this Agreement. The Technology Fee is due quarterly in advance. All fees are payable in U.S. currency, net of any bank fees. Scene may offer a discount for advance payment; all advance payments are non-refundable.

Support: The terms of Scene technical support, for telephonic or email support during business hours (the “Scene Standard Support Terms”), are set forth on Schedule 2 to the Scene Standard Legal Terms and License found below and at <https://www.scene.health/standard-legal-terms-and-license>.

HIPAA Business Associates Agreement: The Parties will enter into a Business Associates Agreement (BAA) on or before the Effective Date. The BAA is attached to this Agreement as **Attachment B**.

Governing Law and Jurisdiction: Wisconsin

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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| **EMOCHA MOBILE HEALTH INC.** | | | **LICENSEE** | | |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Name: Sebastian Seiguer | | Name: | | |
| Title: CEO  Address: 10807 Falls Road, # 828  Brooklandville, MD 21022 | | Title:  Address: | | |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_