



EQUIPMENT USE AGREEMENT

This Agreement (“Agreement”) is entered into and effective as of the last date of signature, by and between **ACUTIS DIAGNOSTICS LLC** (“Acutis”), a clinical diagnostic laboratory, located at 400 Karin Lane, Hicksville, NY 11801 and _____ located at _____ (“Healthcare Provider”).

WHEREAS Acutis operates a CLIA-certified laboratory with offices at 400 Karin Ln Hicksville NY 11801 to provide certain diagnostic testing services for the purpose of providing information for the diagnosis, prevention or treatment of disease, or the assessment of medical conditions; and

WHEREAS Healthcare Provider desires to order diagnostic testing with Acutis for use and evaluation during patient treatment and Acutis desires to furnish such services. Acutis agrees to provide the Healthcare Provider with access to Acutis owned Equipment for the sole purpose of enhancing patient care and medical services provided by the Healthcare Provider. The Parties wish to establish an arrangement whereby the Healthcare Provider may use the Equipment in compliance with federal and state laws.

THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, **ACUTIS** and **HEALTHCARE PROVIDER** agree as follows:

1.0 Use and Ownership of Equipment

- 1.1 ACUTIS agrees to provide HEALTHCARE PROVIDER with the equipment more fully described in Exhibit A to this Agreement, attached hereto and incorporated herein by reference (hereinafter “the Equipment”).
- 1.2 The Equipment will be used by HEALTHCARE PROVIDER, located at the Healthcare Providers Facility
- 1.3 HEALTHCARE PROVIDER agrees to use the Equipment during the term of this Agreement in a manner that is consistent with any written installation specifications, directions for use, operating and training manuals and any on-site training provided to HEALTHCARE PROVIDER by ACUTIS, its employees, agents or representatives.
- 1.4 The Equipment is, and shall always during this Agreement remain, the property of ACUTIS. HEALTHCARE PROVIDER shall neither have nor acquire any right, title or interest therein as a result of this Agreement. ACUTIS assumes all responsibility and expense for shipping and insurance of the Equipment to and from HEALTHCARE PROVIDER with such responsibility commencing when Equipment first leaves ACUTIS in-route to HEALTHCARE PROVIDER and expiring upon such time as the Equipment is returned to ACUTIS at a location designated by ACUTIS.
- 1.5 Both HEALTHCARE PROVIDER and ACUTIS acknowledge and agree that the purpose of this Agreement is for Equipment that is to be used solely for the collection, transport, processing, and/or storing of specimens to be sent to ACUTIS by HEALTHCARE PROVIDER for processing only, and not for the purpose of renting, leasing, or purchasing the Equipment from ACUTIS. Any such rental, lease or purchase of the Equipment by HEALTHCARE PROVIDER would be subject to a new and separate agreement.

2.0 Representations and Warranties

- 2.1 Each Party hereby agrees that it will, at all times, perform all duties, responsibilities and services in compliance with all applicable federal, state and local laws, rules and regulations, as well as all compliance guidance published by federal and state agencies, state licensing regulations, and rules and regulations of applicable health care accreditation organizations, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the physician self-referral prohibition, commonly referred to as the “Stark Law” (42 U.S.C. 1395nn), and any other healthcare fraud and abuse laws, including anti-markup legislation and compliance guidance, advisory opinions and special fraud alerts published by the Office of the Inspector General of the Department of Health and Human Services or any applicable state agency
- 2.2 Neither Party has entered into any contract, arrangement or understanding with any person or firm that may result in the obligation or liability upon either Party to pay any fees or commissions or other like payments in connection with this Agreement.

3.0 Term and Termination

- 3.1 This Agreement shall be for a term of one (1) year commencing on the effective date, which term may be extended upon the mutual, written agreement of the parties.
- 3.2 Each party shall have the right to terminate this Agreement at any time, upon ten (10) days written notice to the other party. Following such termination, ACUTIS shall promptly remove the Equipment from HEALTHCARE PROVIDERS premises.

4.0 Costs

- 4.1 ACUTIS hereby agrees to allow HEALTHCARE PROVIDER to use the Equipment, for the term of this Agreement at no cost to HEALTHCARE PROVIDER

5.0 Use and Alterations

- 5.1 THE HEALTHCARE PROVIDER shall use the Equipment in a reasonable and lawful manner, and shall not make any alterations, additions or improvements to the Equipment without the prior written consent of ACUTIS.
- 5.2 Any alterations, additions or improvements made to or for the Equipment by HEALTHCARE PROVIDER, its employees, agents or representatives shall belong to ACUTIS.

6.0 Delivery, Inspection, Surrender

- 6.1 ACUTIS shall arrange for delivery of the Equipment, in good working condition to HEALTHCARE PROVIDER at its place of business. If installation or set-up of the Equipment is required before its use, ACUTIS shall provide sufficient personnel, trained in the operation and use of the Equipment, to install the Equipment at HEALTHCARE PROVIDER.
- 6.2 ACUTIS shall have the right to inspect the Equipment, while it is installed and in service at HEALTHCARE PROVIDER, during business hours without prior notice to HEALTHCARE PROVIDER.
- 6.3 At the expiration of this Agreement, ACUTIS shall retrieve the Equipment, at its own cost and expense, from HEALTHCARE PROVIDER, who shall maintain the Equipment in as good condition as existed at the commencement of this Agreement, reasonable wear and tear expected.

7.0 Loss and Damage

7.1 ACUTIS shall bear the risk of loss, theft, destruction, or damage to the Equipment, provided that such loss results directly from actions by HEALTHCARE PROVIDER, its employees, agents, or representatives in accordance with the manufacturer's instructions and does not result from negligence, willful misconduct by HEALTHCARE PROVIDER or its employees, agents, or representatives.

8.0 Insurance and Indemnification

8.1 Each Party shall maintain insurance coverage against losses and damages to persons or property caused by the negligence of its employees, contractors, agents and representatives of all kinds and descriptions in performing the responsibilities hereunder, including commercial liability and property damage in the customary amounts. Upon either Party's written request, the other Party shall produce a certificate of insurance demonstrating such coverage. In addition, Healthcare Provider shall name Acutis as an additional on its coverage policies as required above.

9.0 Delay

9.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

10.0 Governing Law

10.1 THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

11.0 Confidentiality

11.1 All provisions in this Agreement, including all exhibits hereto, are strictly confidential. Healthcare Provider is prohibited from communicating or permitting to be communicated by any of its employees, officers or owners, any of the contents of this Agreement to any third party except in an instance when expressly required by law. Access to the contents of this Agreement shall be limited to only those persons who have a definite "need to know" its contents, as necessary to the performance of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

12.0 Survival of Provisions

12.1 Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: Use and Ownership of Equipment; Indemnification; Insurance; Privacy; Records – Availability/Access; and Governing Law.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement on the dates indicated below.

HEALTHCARE PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

ACUTIS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
EQUIPMENT DESCRIPTION

Quantity	Description	Model Number	