

EQUIPMENT PLACEMENT AGREEMENT

This Equipment Placement Agreement, dated _____ between Acelleron Medical Products ("Supplier") and _____ ("Facility").

BACKGROUND

- A. Supplier is in the business of providing durable medical equipment and supplies ("Equipment").
- B. Facility is made up of licensed physician(s) whose patients sometimes require Equipment.
- C. Supplier and Facility wish to enter into this agreement to provide convenient access to Equipment for the Facility's patients who choose to receive Equipment from Supplier.

TERMS

1. **Placement of Inventory.** Supplier will deliver to Facility the Equipment listed on Exhibit A ("Initial Inventory"). Supplier will replace items distributed from the Inventory from time to time. Supplier may increase, decrease or change the quantity or kinds of Equipment in the Inventory as Supplier deems appropriate, considering Facility's preferences and usage patterns. Facility will provide suitable storage space for the Inventory and will permit Supplier reasonable access to such storage space for purposes of verifying and replacing Inventory and as reasonably necessary to carry out the purposes of this agreement.

2. **Ownership of Inventory.** Title to the Inventory will remain with Supplier, and Facility will have no ownership interest in the Inventory. Facility will use reasonable care to prevent loss of or damage to the Inventory. If any portion of the Inventory is lost or damaged due to theft, fire or casualty. Facility will promptly notify Supplier and will cooperate as reasonably requested by Supplier in connection with any insurance claim filed resulting from such theft, fire or casualty.

3. **Patient Freedom of Choice.** When Physician prescribes Equipment for a patient, Facility will explain to the patient or the patient's parent or guardian that he or she may choose to obtain Equipment from any supplier of his or her choice.

4. **Distribution of Equipment.** If the patient, parent or guardian chooses to obtain Equipment from Supplier, Facility will provide Equipment from the Inventory. Facility will notify Supplier of the provision of Equipment to the patient, and will provide the patient's name and insurance information to Supplier, together with a written order and such other documentation as Supplier may reasonably request for billing the Equipment. Physician will not distribute Equipment to any person other than to a patient, parent or guardian who has chosen to receive Equipment from Supplier. Facility will not use the Equipment to provide any service at Facility, or make any other use of the Equipment or permit any other person to make any other use of the Equipment, other than as expressly set forth in this agreement. Supplier may verify the Inventory from time to time as Supplier reasonably deems necessary.

5. **Training.** All patient training on use of the equipment will be the responsibility of the Physician and/or his/her staff.

6. **Billing.** Supplier will bill and collect for its own account all charges to patients and third-party payors for Equipment distributed from the Inventory by Facility. Physician will cooperate as reasonably requested by Supplier in obtaining and providing documentation required to support claims for payment for such Equipment.

7. **No Payments.** Neither Supplier nor Facility will make any payment to the other in connection with the arrangements described in this agreement.

8. **Term and Termination.** This agreement will be effective as of the date in the first paragraph and will continue in effect for a term of one year. This agreement will be automatically renewed for successive one-year terms thereafter unless either party gives notice of nonrenewal at least thirty days before the end of the then-current term. Either party may terminate this agreement at any time, with or without cause, by giving thirty days prior written notice to the other party. Either party may terminate this agreement immediately if any law, regulation or decision of a court or administrative body, or any official interpretation thereof, causes this agreement to be in violation of any applicable law, regulation or policy. Supplier will verify the remaining Inventory and will remove the Inventory from Facility within ten days after expiration or termination of this agreement.

9. **Severability.** In the event that any paragraph or paragraphs of this Agreement are found, adjudicated or otherwise deemed to be, for any reason, unenforceable, the remainder of the Agreement shall remain in effect and full force, despite and notwithstanding the unenforceability of any other provision(s).

10. **Miscellaneous.**

(a) **Assignment; Parties Bound.** This agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) **Amendment.** This agreement may be amended only by written consent of the parties.

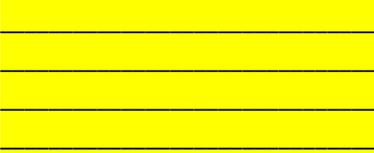
(c) **No Waiver.** The waiver by either party of any breach or violation of any provision of this agreement will not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

(d) **Entire Agreement.** This agreement constitutes the entire agreement between Supplier and Physician concerning its subject matter, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written.

(e) **Interpretation.** This agreement will be deemed to have been made in Massachusetts and will be governed by and construed in accordance with the state law. The section headings in this agreement are for convenience only and will not affect its interpretation.

(f) **Notices.** Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally recognized overnight delivery service, or mailed, via postage prepaid, registered or certified mail, addressed as follows:

Supplier Address: Acelleron Medical Products
16 High Street, Suite 201
North Andover, MA 01845

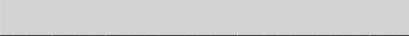
Facility Address: 

or to such other address as either party may designate by notice pursuant to this section.

IN WITNESS WHEREOF, Supplier and Physician have executed this Agreement effective as of the day and year first above written.

Acelleron Medical Products

Signature: 

Print Name: 

Authorized Personnel

Signature: 

Print Name: 

Title: 

Please Fax Completed Information To: (978) 738-9801

EXHIBIT A

INITIAL INVENTORY

Product	Manufacturer	Model	Initial Inventory

CONTACT INFORMATION

Main Contact Name: _____

Main Contact Email: _____

Main Contact Phone: _____

Nurse Manager Name: _____

Nurse Manager Email: _____

Nurse Manager Phone: _____

Office Manager Name: _____

Office Manager Email: _____

Office Manager Phone: _____

Please Fax Completed Information To: (978) 738-9801

Facility Training Checklist

Clinic Name: _____

1. Completed Equipment Placement Agreement Initial: _____
2. Business Associate Agreement (if office requires) Initial: _____
3. Paperwork Initial: _____
 - a. Purchase Agreement
 - b. Back of Purchase Agreement
 - c. Originals placed in folder or mailed back to Acelleron
 - d. Patient Information Guide
4. Review Products Initial: _____
 - a. Neb Compressor Kits
 - b. Neb Cup and Tubing Kits
5. Nebulizer Compressor Kit Training Initial: _____
 - a. Review Contents in Box
 - b. Assembly of System
 - c. Safety
 - d. Using the Nebulizer
 - e. Maintenance
 - i. Disposable Neb
 - ii. Reusable Neb
 - iii. Filter
 - iv. Tubing
 - v. Warranty
 - f. Troubleshooting
 - g. Return Demonstration
 - h. Additional Online Training at Acelleron.com/knowledge

Acelleron Medical Products

Trainer Name: _____

Trainer Signature: _____ Date: _____

Facility

Attendee Name: _____

Attendee Signature: _____ Date: _____

Please Fax Completed Information To: (978) 738-9801