



RIVANNA® Is Proud to Extend the *Teach-Accuro* MD Educators Project to Your School of Medicine. This Agreement Will Provide Accuro® At No Cost to Your Academic Program Enabling You to Integrate the Accuro Image-Guided Neuraxial Technique into Your Curriculum.

***Medical Program:**

***Initial Program Period:**



Items provided at no cost by RIVANNA

Item Number: 901-00002 SL

Qty: 1, Accuro Loaner Device for temporary use during the Program Period.

Item Number: SL 4741

Qty: 10, Accuro sterile instrument cover kit with Locator™ needle guide.

Item Number: SL 4742

Qty: 20, Accuro sterile Locator needle guide.

Additional Educational Resources Provided:

- Lecture Slides covering neuraxial anesthesia, neuraxial ultrasound, and Accuro as created by the University of Cincinnati Nurse Anesthesia Program Director, Beth Clayton, and student Jordan Crouch.
- On-line interactive training course covering the basics of neuraxial ultrasound and Accuro (pending availability).
- Lumbar spine simulation model (pending availability).

In consideration of the materials loaned or provided to me and my program by RIVANNA, I agree to the terms and conditions listed below.

***Signature:**

Signature required.

***Print Name:**

***Date:**

***Shipping Address:**

**All form fields are required. Please read Terms and Conditions on the following pages.*



Teach-Accuro Terms and Conditions. Rivanna Medical, LLC ("RIVANNA") and the Teach-Accuro participating program (the "Program") expressly agree to the following terms and conditions:

TEACH-ACCURO TERMS AND CONDITIONS

1. **PROGRAM COMMITMENTS.** The Program makes the following commitments during the Program Period:
 - a. Whether used clinically or during simulated use, Accuro loaner device shall be used at all times with the Locator needle guide. Moreover, Program understands that the Locator needle guide is labeled single use only and in no instances shall it be re-used. If additional Locator needle guides are required during the Program Period, the Program shall contact RIVANNA to arrange additional supply.
 - b. If Program students are clinically trained for neuraxial anesthesia placement during the Program Period, then Accuro shall be integrated into such clinical training.
 - c. If Program students are clinically trained for neuraxial anesthesia placement during the Program Period, then students shall complete an on-line interactive training course provided by RIVANNA prior to clinical use of Accuro.
 - d. Program shall submit at least two photos or videos of key clinical applications using Accuro in the curriculum with a short caption describing the exercise and/or outcome. (Email to accuro@rivannamedical.com.)
 - e. Program is encouraged to submit or share at least one photograph or social media post during the Program Period highlighting usage of Accuro as part of this Teach-Accuro program. If posted on social media, RIVANNA should be tagged. Photographs can be emailed to accuro@rivannamedical.com.
 - f. Program shall write a brief testimonial of how Accuro proved valuable in teaching students how to navigate the spinal anatomy. Please include a headshot or classroom photo.
 - g. Program shall complete the Teach-Accuro Report within 30 days of the end of the Program Period.
2. **CONDITIONS OF USE OF LECTURE SLIDES.** Program and program personnel are free to use and modify for use the provided lecture slides provided that the University of Cincinnati, Beth Clayton, and Jordan Crouch are acknowledged.
3. **RIGHTS TO USE FOR MARKETING.** Program grants RIVANNA the right to display on its website, printed materials, social media or other marketing channels, the photographs, audio recordings, video recordings, testimonials and/or interview answers (collectively or individually the "Information") obtained of Program personnel in connection with the use of the Goods provided by RIVANNA as part of this Teach-Accuro contract. I acknowledge that my participation is voluntary, and no consideration is required to provide this Consent full force and effect. I agree that I shall have no right of approval, no claim to compensation or benefit, and no claim (including without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use or nonuse of the information, and I expressly waive and release RIVANNA from any such claims.
4. **RENEWAL.** Upon completion of a Teach-Accuro Report demonstrating attainment of the Program Commitments outlined in Section 1, and at the sole discretion of RIVANNA, the Teach-Accuro program may be renewed an additional semester.

GENERAL TERMS AND CONDITIONS

5. **GOODS.** "Loaner Goods" shall mean all products loaned by RIVANNA to Program as part of the Teach-Accuro program and shall be indicated as loaned goods in the quote or contract signed between the parties. "Goods" shall mean all products provided to Program by RIVANNA, including but not limited to ultrasound instruments, training models, adaptors, cables, carrying cases, and software. RIVANNA reserves the right to make changes in specifications or features or discontinue the sales of the Goods at any time and without prior notice to Customer.
6. **INTELLECTUAL PROPERTY.** Subject to the terms and conditions contained herein, RIVANNA hereby grants Program a limited, revocable, non-exclusive, non-transferable, fully paid license (without the right to sublicense) to use any and all intellectual property of or related to the Goods or Services, including but not limited to patents, trademarks, trade dress, trade secrets or copyrights, solely for the purposes of selling, distributing, marketing, promoting and using the Goods and Services (the "Intellectual Property"). Program acknowledges and agrees that RIVANNA is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property. All goodwill associated with the Intellectual Property shall inure to the benefit of RIVANNA. Program shall notify RIVANNA in writing of any infringements or imitations by third parties.
7. **DELIVERY.** In the event Program is participating in a Teach-Accuro program offered by the RIVANNA, as detailed in the contract, Program shall be charged with the safekeeping of the Loaner Goods during the Teach-Accuro period, and shall be solely responsible for any loss or destruction of the Loaner Goods, loss of possession thereof, or any inability to return the Loaner Goods to the RIVANNA for any reason whatsoever, and in the event of loss, destruction or otherwise, Program will pay to RIVANNA the full cost of the Goods plus all other fees and costs, including but not limited to sales tax.



8. **TERMS.** In the event Customer is participating in RIVANNA's Teach-Accuro program, and has not returned the Goods subject thereto to the RIVANNA on or before the end of the agreed Program Period, as defined in the contract, then payment shall be due and payable thirty (30) days after the end of such Customer's Teach-Accuro Program Period, whether or not RIVANNA submits or re-submits an invoice for payment to Customer. All payments not tendered when due shall bear interest at the rate of 5% per month (or the maximum rate permitted by law) until paid. All payments shall be applied first to the reduction of any and all accrued and unpaid interest and the balance to the reduction of principal until payment, in full, shall be made pursuant to this agreement. Program hereby acknowledges and agrees that it shall pay any and all costs and expenses relating to the collection of all payments due hereunder, if any, and such costs shall be allowed and included as additional indebtedness in any judgment relating to the collection of payments due hereunder, all expenditures and expenses which may be paid or incurred by RIVANNA, including but not limited to, actual attorneys' fees and court costs.
9. **COMPLIANCE.** Program shall not trans-ship, re-export, divert or direct Goods to any other location. Per the United States Food and Drug Administration, or any other international guidelines or regulations, the Goods shall only be used on humans under the direction of a medical doctor. By acquiring the Goods and/or Services, Program agrees that he/she/it understands, takes responsibility and shall abide by all rules and regulations of the United States of America.
10. **RIVANNA** and Customer agree to comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and its implementing regulations, including without limitation, the equipment rental safe harbor (42 C.F.R. § 1001.952(c)) and the discount safe harbor (42 C.F.R. § 1001.952(h)), as applicable. The parties acknowledge that the prices on the invoice or quote provided to Customer may reflect a "discount or other reduction in price," as such terms are defined under the discount safe harbor. To the extent required by the discount safe harbor, each party shall comply with its respective disclosure and reporting requirements thereunder.
11. **INDEMNIFICATION.** The Program shall defend, indemnify and hold harmless RIVANNA from any and all loss, cost, expense, and damages (including court cost and reasonable attorney's fees) (collectively, the "Losses") on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against RIVANNA as a result of: (i) Losses arising from or related to the misuse, improper handling and/or improper storage of the Goods; (ii) Losses arising from the negligence or intentional misconduct of Customer or Customer's customers, its officers, directors, employees, agents or assigns; and/or (iii) Losses arising from or connected to Customer's breach of these terms and conditions, including but not limited to the requirements of Section 9 and 10 above.
12. THE TOTAL LIABILITY OF RIVANNA FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THE FORMATION, PERFORMANCE OR BREACH OF THIS INVOICE, OR ANY GOODS OR SERVICES, SHALL NOT EXCEED THE (I) PURCHASE PRICE, OR (II) \$10,000, WHICHEVER IS LESS. RIVANNA SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT OR SYSTEMS, INTERRUPTION OF BUSINESS, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE FOREGOING TYPES OF DAMAGES. ALL RIVANNA LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT CUSTOMER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT LATER THAN ONE (1) YEAR AFTER EXPIRATION OF SUCH WARRANTY PERIOD. IF CUSTOMER IS SUPPLYING GOODS OR SERVICES TO A THIRD PARTY, OR USING GOODS OR SERVICES AT A FACILITY OWNED BY A THIRD PARTY, CUSTOMER SHALL EITHER (I) INDEMNIFY AND DEFEND RIVANNA FROM AND AGAINST ANY AND ALL CLAIMS BY, AND LIABILITY TO, ANY SUCH THIRD PARTY IN EXCESS OF THE LIMITATIONS SET FORTH ABOVE, OR (II) REQUIRE THAT THE THIRD PARTY AGREE, FOR THE BENEFIT OF AND ENFORCEABLE BY RIVANNA, TO BE BOUND BY ALL THE LIMITATIONS INCLUDED IN THIS SECTION 12. THE LIMITATIONS IN THIS SECTION 12 SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL PREVAIL OVER ANY CONFLICTING TERMS, EXCEPT TO THE EXTENT THAT SUCH TERMS FURTHER RESTRICT RIVANNA'S LIABILITY.
13. These terms and conditions are governed by the laws of the Commonwealth of Virginia. Litigation of any dispute arising hereunder will be held in the state and/or federal courts having jurisdiction over the City of Charlottesville, Virginia. If the transaction includes the sale of Goods and the Customer is outside the United States, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.