



EVALUATION AGREEMENT

This Product Evaluation Agreement (the “Agreement”), dated as of the date set forth below, between Pharma Authentics Inc, dba Sage Analytics (“Sage”) and Company (identified below) sets forth the terms and conditions for the loan of the Luminary (TM) Potency Profiler or the Beacon (the “Equipment”) by Sage to Company for the sole purpose of evaluation of the Equipment.

Company hereby agrees that such equipment loan shall be subject to the following terms:

1. Evaluation Period. Company may use the Equipment for evaluation for a period of **14 days** from the date of this agreement (“Evaluation Period”), which may only be extended upon mutual agreement in writing. The company will be charged a **\$2,500 deposit** via a credit card transaction while equipment is being Evaluated. If the Equipment is returned to Sage (or it’s Reseller) within the Evaluation Period, Sage will refund the deposit charged to the Company. If the Equipment is NOT returned to Sage upon to the end of the Evaluation Period, Company will be invoiced and agrees to pay the then manufacturer’s suggested retail price (MSRP) of the Equipment via credit card transaction. Sage may request and require return of the Equipment at any time.
2. Equipment Return. Equipment returned to Sage must be in the same working and physical condition as it was at the time the Equipment was delivered by Sage. To avoid the return being rejected, the following criteria must be met:
 - a) All returns must be complete with any packaging instructions, cables, documentation, printer, etc.
 - b) Product and packaging must be clean and without marks of any kind.

If the Equipment is NOT returned in such condition, Company will be invoiced and agrees to pay the then current MSRP of the Equipment via credit card. Please see the credit card authorization page attached to this Agreement.

3. Ownership. Sage retains ownership of the Equipment while in Company’s possession. Company has responsibility for insuring the Equipment for incidents of damage, theft or other loss.
4. Media. After 30 days of evaluation by Customer, Sage shall have the option to issue a joint press release with Company describing the application of the Equipment. The press release shall be reviewed and approved by Company prior to its release.
5. Warranty. Sage makes no representations or warranty regarding the Equipment until such time that Company purchases the Equipment. Company uses Equipment on an “as is” basis until such time that title is transferred from Sage and a product warranty accompanying purchase is in effect.

Agreed to on this date of Execution of the Evaluation Agreement: _____ (Date).

Sage Analytics
Printed Name _____
Signature _____
Equipment Serial Numbers: _____

Company _____
Printed Name _____
Signature _____
Address of Equipment _____
