

## **DEFIBTECH AUTOMATED EXTERNAL DEFIBRILLATOR INDEMNIFICATION AGREEMENT**

### **COVERAGE**

Defibtech, L.L.C. (hereinafter “Defibtech”) shall defend, indemnify, and hold harmless an End User against any personal injury claim brought against the End User who purchases, rents, or leases a Defibtech Automatic External Defibrillator (AED).

### **INDEMNIFICATION ELIGIBILITY**

This indemnification is expressly conditioned on: (1) the claim arising exclusively from a mechanical or electrical failure or malfunction of the AED; (2) the End User having obtained the subject AED directly from an authorized Defibtech Distributor or Retailer; (3) at the time of the incident that gave rise to the claim, the subject AED being under the control of the End User and being within the United States, and the End User being in compliance with all applicable federal, state and local laws and regulations dealing with the use and deployment of AEDs; (4) prior to and at the time of the incident that gave rise to the claim, the subject AED being registered with Defibtech as being in the possession of the End User, and the End User being in compliance with any and all updates for the subject AED; and (5) such claim not resulting in whole or in part from the negligent or willful misconduct of, or improper operation or misuse of the AED by, any person or entity not employed by or affiliated with Defibtech.

This indemnification does not extend to or cover any claims involving an AED that is: (i) not maintained in proper working order; (ii) used with non-Defibtech products or out-of-date accessories; (iii) operated by a person without authorization or training, or either medical direction or supervision; or (iv) used in a manner inconsistent with the AED’s operating instructions.

### **END USER REQUIREMENTS**

This indemnification is expressly contingent on the End User promptly notifying<sup>1</sup> and providing Defibtech with: (i) notice of any such claim or action after obtaining actual knowledge thereof; and (ii) accurate and complete assistance and information (including the data card containing the record of the event which is the subject of the claim) giving rise to the claim.

### **DEFENSE OF CLAIMS**

Defibtech will assume unrestricted authority to defend or settle such claim, provided, however, that the End User seeking indemnification shall have the right to participate at its own expense in any such defense or settlement. Defibtech shall not be liable for any defense expenses (including legal fees and expenses) incurred by the End User either prior or subsequent to Defibtech’s assumption of the defense.

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<sup>1</sup> At the letterhead address “Attn: Legal Department” or email “legal@Defibtech.com”