



HeartSine®

Inventor. Innovator. Lifesaver.

HeartSine Technologies Inc AED Indemnification Policy

Policy

HeartSine Technologies Inc (“HST”) will defend and indemnify any person or entity who purchases, rents, leases or uses/deploys an Automated External Defibrillator (“AED”) from HST or one of its authorized distributors (“Customer”) against any claims, damages, liabilities, or actions asserted by any third party (each, a “Claim”) arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. **CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.**

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if the AED is not stored, maintained or used in accordance with the User Manual; (iii) if the AED is prevented from operating in any way due to physical damage; (iv) for Claims arising from the negligence or other malicious or illegal actions of the Customer, its personnel or the End User; or (v) for claims involving use of non-HeartSine Technologies or out-of-date PAD-PAKs and accessories. In addition, HST will not be obligated to indemnify Customer under this Agreement if the AED delivers the appropriate therapy or the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which HST is providing service and related support for AED models manufactured and deployed by HST.

Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the storage and standard maintenance procedures for the AEDs as set forth in the AED User Manual.
- The AED must NOT have been subjected to unauthorized testing.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide HST access to such data.
- Customer must (a) give HST prompt written notice of the Claim, (b) tender defence of the Claim to HST, (c) cooperate with HST and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of HST, which will not be unreasonably withheld

Defense of Claims

HST will assume unrestricted authority to defend or settle all claims under this policy. HST will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer either prior or subsequent to HST’s assumption of the defence of the case.