



PHILIPS

INDEMNIFICATION

Philips Medical Systems North America Co. (“Philips”) shall defend, indemnify, hold harmless, and at its option settle, any claims or actions for injury or damages to persons or tangible property brought against any person or entity who purchases, rents, uses or leases a ForeRunner® or FR2® Automatic External Defibrillator (“FR2”) or HeartStart OnSite Defibrillator®, HeartStart Defibrillator® or HeartStart Home Defibrillator® (“HS1”) “device” from Philips, or one of its authorized distributors if: (1) such claim or action arises from the mechanical or electrical failure or malfunction of the device; (2) a data card was used to record the event which is the subject of the claim (ForeRunner and FR2 only); and (3) such claim or action did not result from the negligence, gross negligence or improper acts of any person or entity not employed by or under the control of Philips.

This indemnification does not extend to or cover any claims involving: a device not kept in proper working order; the use of non-Philips or out-of-date pads, batteries or data cards; the operation of a device by a person without authorization or training, or either medical direction or supervision; or the failure to follow the operating instructions.

This indemnification is expressly contingent on the person(s) or entity(ies) promptly providing Philips with: notice of any such claim or action after obtaining actual knowledge thereof; accurate and complete assistance and information, including the data card (for ForeRunner and FR2 only) and the device containing the record of the event which is the subject of the claim, giving rise to the claim or action; and the unrestricted authority to defend or settle such claim or action, provided, however, that the person or entity seeking indemnification shall have the right to participate at its own expense in any such defense or settlement.

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