

INDEMNIFICATION

Philips Healthcare (“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 uses a HeartStart Defibrillator or who purchases, rents, or leases a HeartStart Defibrillator from Philips or one of its authorized distributors of model:

- FR2 or FR2+® Automated External Defibrillator (“FR2”);
- HeartStart FRx Defibrillator®;
- HeartStart OnSite Defibrillator®, HeartStart Defibrillator® or HeartStart Home Defibrillator® (“HS1”);
- HeartStart FR3 Automated External Defibrillator (“FR3”)

This indemnification shall only apply 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 events which is the subject of the claim (FR2 and FR2+, and FR3 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;
- Use of non-Philips or out-of-date pads, batteries, or data cards. However, until September 30, 2023, Philips will not reject an indemnity claim under this letter on the grounds that you are using pads that have “expired”, provided that such pads are no more than 12 months beyond their expiration date and the AED is not “chirping” (as described in the operating instructions);
- Operation by a person who has illegally obtained or used a device;
- Failure to use a device in compliance with state and/or local regulations including those regarding medical direction or supervision;
- 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 FR2 and FR2+, and FR3 only) and the device containing the record of the event which is the subject of 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.