

Cardiac Science, Inc.

AED Customer Indemnification Agreement

Cardiac Science, Inc. (“CSI”) agrees to indemnify you, the end-user of a Cardiac Science, Inc. Automated External Defibrillator (“AED”) whose name appears below, against losses, claims, damages or liabilities incurred by you, as a result of the failure or alleged failure of the AED to perform in accordance with its specifications, or for other claims arising from the proper use of the AED. The terms on which such indemnification will be provided are set forth below.

Who is Entitled to Indemnification?

This Agreement is for the benefit of you, the end-user. **YOU MAY NOT TRANSFER OR ASSIGN YOUR RIGHTS UNDER THIS AGREEMENTS TO ANY OTHER PARTY UNDER THIS AGREEMENT.**

For How Long?

This Agreement will remain effective for the period the AEDs are covered by Cardiac Science, Inc.’s Limited Warranty shipped with your AED.

What We Will Do

CSI will indemnify you against and hold you harmless from any costs, expenses, claims, damages or liabilities to which you may become subject as a result of using the AED, to the extent such claims arise out of or are based upon (i) the failure of the AED to function or perform in accordance with its specifications, (ii) defects in design, material or workmanship of the AED, (iii) injuries or damage to an ultimate user or other person caused by the AED, or (iv) other claims arising from the proper use of the AED. CSI will also indemnify you for reasonable out-of-pocket expenses (including but not limited to reasonable fees and disbursement of legal counsel) incurred by you in connection with investigating or defending against any such loss, claim, damage, liability or action.

What You Must Do

To be eligible for indemnification under this Agreement, you must comply with the following requirements:

- You must provide training in the use of AEDs to your personnel under a training protocol (including periodic refresher training) acceptable to CSI. Training programs acceptable to CSI include but are not limited to training programs recognized by The American Heart Association, The American Red Cross, The National Safety Council or The Canadian Heart and Stroke Foundation.
- The AED must be used only by authorized personnel who have been trained and certified as described above.

- The AED must be used for its intended purpose and in accordance with the instructions set forth in CSI’s AED User Manual.
- You must comply with the standard maintenance protocols for the AED set forth in CSI’s AED User Manual.

You agree to preserve the self-test, rescue and other data recorded by the AED and to provide CSI access to such data.

What Is Not Covered

Indemnification under this Agreement is not available to you (i) if the AED is used for an unauthorized purpose or by unauthorized personnel, (ii) if you do not follow the required maintenance procedures, (iii) for claims arising from the negligence of you or your personnel or (iv) for claims arising from an incident occurring before the date this Agreement is accepted by CSI. In addition, CSI will not be obligated to indemnify you under this Agreement if the patient is successfully defibrillated through the use of the AED.

Notice and Defense of Claims

If you receive notice of the commencement of any action, and if you intend to make a claim for indemnification under this Agreement with respect to such action, then you must promptly give written notice of the commencement of the action to CSI. CSI will be entitled to participate in and, at its sole option, to assume the defense of such action. If CSI elects to assume the defense of the action and gives written notice of such election to you, CSI will not be liable to you for any expenses (including but not limited to fees and disbursements of legal counsel) subsequently incurred by you in connection with the defense thereof other than reasonable costs of investigation. CSI will not settle or compromise any action in a manner which would impose any penalty or limitation on you without your written consent, which consent will not be unreasonably withheld.

If CSI does not elect to assume the defense of the action you agree to act reasonably and in accordance with your good faith business judgment with respect to the action, and not to settle or compromise the action without the written consent of CSI, which consent will not be unreasonably withheld.

CSI and you agree to render to each other such assistance as may reasonably be requested by the other party in order to ensure the proper and adequate defense of any action.

PLEASE COMPLETE THE INFORMATION BELOW – PRINT CLEARLY

COMPANY

Address _____

City, State Zip _____

By (print name) _____

Signature _____

Date _____

COMPANY

CARDIAC SCIENCE, INC.

Address _____

1900 Main Street, Suite 700

City, State Zip _____

Irvine, CA 92614

By(CSI Officer) _____

Signature _____

Date _____

