



Medtronic
PHYSIO-CONTROL

LIFEPAK[®] AED

STANDARD INDEMNIFICATION AGREEMENT

For and in consideration of its purchase, lease or rental of this LIFEPAK AED, Medtronic Physio-Control Corp. agrees to indemnify, defend, save and hold harmless First Owner* of this LIFEPAK AED from any and all liability, loss, cost, expenses (including without limitation reasonable costs of defense), judgments, claims, liens and demands arising directly from personal injuries to patients which occur during the use of this LIFEPAK AED on such patients and which are directly caused, and to the extent such injury is directly caused, by a design or manufacturing defect of this LIFEPAK AED (collectively referred to as "Claims").

This indemnification commitment is conditioned on First Owner's providing Medtronic Physio-Control with immediate written notice at the address provided below of any Claim and any event that may result in a Claim, allowing Medtronic Physio-Control's sole management of defense and settlement of any Claim for which indemnification is sought, including selection of counsel, and fully cooperating, supporting and assisting Medtronic Physio-Control and its counsel in investigating, defending and/or settling any such Claim.

Medtronic Physio-Control
Attention: Mail Stop 15S
11811 Willows Road NE
P. O. Box 97006
Redmond, WA 98073-9706 USA

*First Owner means the first purchaser or lessee of a LIFEPAK AED, directly or through a group purchasing arrangement, from Medtronic Physio-Control, from a Medtronic Physio-Control corporate affiliate, or from an authorized Medtronic Physio-Control dealer, and includes Invoiced Purchaser's corporate affiliates, and their respective employees, officers and directors.