

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release of Liability and Indemnification Agreement (“Agreement”) is entered into by and between _____ (“Buyer”) [Address] and Alpha Copies, Inc.; 3615 Lincoln Way, Ames, IA 50014 (Seller) [Address], effective as of the date of signature by a representative of the Buyer (the Buyer and Seller collectively referred to as the “Parties”).

Whereas, the United States federal government has declared the COVID-19 pandemic a national emergency in recognition of the serious health risks to individuals and the strains on the national healthcare system; and

Whereas Seller has been asked to manufacture and distribute to medical providers Personal Protective Equipment ("PPE") including but not limited to Plexiglas/plastic/or similar face shield, Plexiglas/plastic/or similar counter shields, Plexiglas/plastic/or similar aerosol box partition used to shield medical providers when intubating patients with COVID-19; and

Whereas, Seller is willing to provide the PPE and seeks to be released from any liability and indemnified for any claims relating to the Buyer's and its employees'/agents' use of the PPE; and

Whereas, the Buyer is willing to provide the Seller with the release and indemnity set forth below.

Now, therefore, in consideration of the mutual promises set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and affirmed, the Parties, intending to be legally bound, agree as follows:

1. As requested by Buyer, Seller will sell to the Buyer PPE to the extent it has the manufacturing capability and on a timeline indicated by Seller. The sale of the PPE is made subject to the terms of this Agreement and the Seller's Standard Terms and Conditions. To the extent that Seller's Terms and Conditions conflict in any way with this Agreement, the terms of this Agreement will apply.

2. Buyer will clean the PPE in a manner consistent with medically recommended standards, and understands that the face shields being purchased are meant to be disposed of after each use.

3. Seller is not in the medical or healthcare industry and makes no representations about the efficacy or compliance of the PPE with any industry or regulatory standards, including the Federal Food, Drug, and Cosmetic Act or any other federal, state, or other applicable laws or regulations, but is providing the PPE at Buyer's request pursuant to the designs and specifications of others in the context of this national emergency. Additionally, Seller provides no instructions as to use, cleaning, sterilization or maintenance of the PPE.

4. TO THE FULLEST EXTENT PERMITTED BY LAW SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE OR SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM OF BREACH OF LIMITED WARRANTY OR NONCONFORMITY OR DEFECT IN A PPE, REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. IN PARTICULAR, SELLER WILL NOT BE LIABLE FOR INJURIES, LOSS OF PROFITS,

LOSS OF REVENUE, DAMAGE TO REPUTATION, LOSS OF USE, DOWNTIME, OR THE CLAIMS OF THIRD PARTIES, INCLUDING BUYER'S PATIENTS OR CUSTOMERS.

5. Buyer assumes all costs, risks and liability relating to the use of any PPE. Buyer on behalf of itself, its officers and directors, doctors, nurses, employees, and other agents releases and agrees to defend, indemnify, and hold harmless Seller, and each of its shareholders, officers, directors, members, managers, employees, agents, representatives and each of their heirs, executors, successors, and permitted assigns (individually "Indemnified Person," collectively "Indemnified Persons") for any and all liabilities or obligations for claims asserted by or on behalf of any person or entity against an Indemnified Person that arises directly or indirectly from the Buyer's use of a PPE. The indemnity obligation shall include for each Indemnified Person the payment or satisfaction of any and all liabilities, obligations, losses, damages, costs, settlements, expenses, penalties, interest, awards, fines, and judgments (in equity or law), regardless of the nature of the conduct of the Indemnified Person. The defense obligation shall include for each Indemnified Person the payment of any and all defense costs and expenses including attorneys' fees, consultant and expert fees, and any other fees, costs and expenses related to defending against a claim.

6. If any Indemnified Person is served with a claim for which it is entitled to indemnification, the Indemnified Person shall notify the Buyer in writing of the claim within 14 days of service. If the Buyer accepts the defense and indemnity within 10 days of receipt of the notice the Buyer shall be authorized to engage counsel of its choosing to defend against the claim. If the Buyer does not accept the defense and indemnity obligation within 10 days of the

written notice, then the Indemnified Person may engage its own counsel to defend against the claim and Buyer will be responsible for payment of the Indemnified Person's defense costs.

7. EXCEPT TO THE EXTENT STATED EXPRESSLY TO THE CONTRARY HEREIN, THE ASSUMPTIONS AND EXCLUSIONS OF LIABILITY, RELEASES, INDEMNITIES, AND LIMITATION OF REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING, WITHOUT LIMITATION, DEFECTS IN ANY PPE, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, IMPERFECTION OF ANY MATERIAL, DEFECT OR FAILURE OF PRODUCT OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRA HAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSON(S), WHETHER SUCH NEGLIGENCE IS SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

8. CLEAR NOTICE OF INDEMNIFICATION: THE PARTIES AGREE THAT THIS LANGUAGE FULLY SATISFIES AND COMPLIES WITH ANY REQUIREMENT (IN SOME STATES KNOWN AS THE EXPRESS NEGLIGENCE RULE) TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE OF PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

9. The Agreement and each Purchase of a PPE shall be governed by the laws of the State of Iowa, without regard to conflict of law provisions. Specifically, the Parties agree that the laws of the State of Iowa shall apply to any and all issues arising under the Agreement, regardless of the place of performance or where the indemnity obligations or any claims may be alleged to arise.

10. Each Party represents and warrants that the person who has signed this Agreement on its behalf has been authorized to do so.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this agreement to be executed by the authorized representatives below as of [Date].

BUYER

Authorized Signature

Name

Title

Date

Alpha Copies, Inc.
SELLER

Eric Crawford
Authorized Signature

Eric Crawford
Name

Center Manager
Title

04/21/2020
Date