

INDEMNIFICATION AND RELEASE
Regarding Use of List Laboratories, Inc. LPS

FOR GOOD AND SUFFICIENT CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the undersigned, for itself and on behalf of its parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors and assigns (collectively, "**Company**") shall, to the maximum extent permitted by applicable law, **indemnify and defend List Biological Laboratories, Inc.** and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**List**") from and against any and all manner of losses, damages, liabilities, claims, penalties, fines, costs, or expenses, of whatever kind, including attorneys' fees, that are incurred by or awarded against List (collectively, "**Losses**"), arising out of or related to any lipopolysaccharide product obtained by Company from List, that is used, intentionally or unintentionally, in, on, or in connection with, any human, for any purpose, in any form or manner, in its original or in a modified form, alone or in combination with any other material or substance ("**LPS Use**"). Such Company obligations include, without limitation to the foregoing, any and all Losses resulting from LPS Use, regardless of any negligent or more culpable act or omission of Company or its personnel. Company's obligation to defend List applies immediately, regardless of whether List has paid any sums or incurred any detriment arising out of or relating to any third-party claim.

To the fullest extent allowed by applicable law, Company **releases, waives and forever discharges** List of and from any and all claims, actions, losses, expenses, liabilities and demands, of every kind and nature whatsoever, existing now or arising in the future, known or unknown, foreseen or unforeseen, arising out of or relating to any LPS Use ("**Liabilities**"). Company understands that it may later discover Liabilities or facts that may be different from, or in addition to, those that it now knows regarding the subject matter of this release. California Civil Code Section 1542 ("Section 1542") provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Company **waives** any and all rights and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

Company confirms that this Indemnification and Release is its entire understanding with respect to the subject matter and supersedes all conflicting prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, and will not be changed or cancelled for any reason without the consent of List in writing. If any part of this Indemnification and Release is found invalid, illegal or unenforceable in any jurisdiction, Company will confer with List to indemnify and release List in a manner allowed by law to protect List to the greatest extent possible from the risks of Company's use of LPS, as originally contemplated. Company submits to the jurisdiction and venue of the state and federal courts situated in California for proceedings in connection with this Indemnification and Release. This Indemnification and Release is made in Campbell, California, USA, and will be construed under the laws of the State of California without regard to any choice or conflict of law provisions or rule that would permit the application of the laws of any other jurisdiction.

EXECUTED this _____ **day of** _____, _____.

COMPANY:

_____, a _____
[Legal Name of Company] *[State of Organization, Entity type]*

By: _____ *[signature]* **Its** _____ *[Title]*

Address: _____

Email: _____ Phone: _____