

## **Indemnification & Services Agreement**

This Indemnification & Services Agreement ("Agreement") is entered into the last date signed below ("Effective Date") by and between General Dynamics Land Systems – Canada Corporation, a corporation incorporated pursuant to the laws of New Brunswick, on behalf of itself and its subsidiaries and affiliates ("GDLS") and Glia Inc., a corporation incorporated pursuant to the laws of Ontario, Canada on behalf of itself and its subsidiaries and affiliates ("Customer") (each a "Party" and collectively, the "Parties.")

### **RECITALS**

1. WHEREAS, the Prime Minister of Canada has declared that the COVID-19 outbreak in Canada constitutes a national emergency;
2. WHEREAS, Customer is a user, designer, manufacturer and/or supplier of ventilators and other medical equipment ("ME") and/or personal protective equipment ("PPE");
3. WHEREAS, in the interest of public health and safety, GDLS is collaborating with Customer to design, redesign, modify and/or alter ME, PPE, or parts or components thereof (the "Supplies") that Customer can use and/or distribute to other medical providers;
4. WHEREAS, Customer desires such Supplies so that it can redesign, modify, retrofit and/or alter ME and PPE for its own use and/or distribution;
5. WHEREAS, Customer specifically acknowledges and agrees that GDLS is not a regular designer, producer or distributor of ME or PPE and is relying on Customer's expertise to determine requirements and specifications for the design, redesign, modification and/or manufacture of the Supplies in order to meet the needs of Customer;
6. WHEREAS, using the specifications and/or requirements provided by Customer, GDLS shall provide Customer the Supplies under the conditions set forth below.

NOW THEREFORE, in consideration of the Recitals, which are included as part of the Agreement, and for other good and valuable consideration, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Supplies.** GDLS agrees to provide Customer with Supplies, using the specifications and/or requirements provided by Customer.
2. **Assumption of Risk.** Customer understands that GDLS is not a regular designer, producer or distributor of ME or PPE and Customer is assuming the risk of any and all design, redesign, alteration and/or use of the Supplies to create and/or distribute ME or PPE, except as may be set forth in this Agreement.

3. **Limitation of Liability.** CUSTOMER AGREES THAT IN NO EVENT SHALL GDLS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, ANY LIMITATION OF LIABILITY SHALL NOT APPLY TO, AND SHALL EXCLUDE, DAMAGES AND CLAIMS OF ANY KIND (INCLUDING THIRD PARTY CLAIMS) WHICH ARISE FROM GDLS'S GROSS NEGLIGENCE. THE PARTIES AGREE THAT GDLS'S REDESIGN, MODIFICATIONS AND/OR MANUFACTURE OF THE ME OR PPE UNDER THE DIRECTION OF AND AGREEMENT WITH CUSTOMER AND THE MANUFACTURE AND TRANSMITTAL OF THE SUPPLIES TO CUSTOMER IS EXPRESSLY INCLUDED IN THIS LIMITATION OF LIABILITY. FURTHERMORE, THE PARTIES AGREE THAT GDLS'S DESIGN OR REDESIGN OF ME OR PPE FOR THE MANUFACTURE OF THE SUPPLIES FOR DISTRIBUTION BY CUSTOMER AS WELL AS THE TRANSMITTAL OF SUPPLIES WITH KNOWLEDGE THAT THE SUPPLIES MAY OR WILL BE USED, DISTRIBUTED, MODIFIED, AND/OR ALTERED BY CUSTOMER TO CREATE ME OR PPE DOES NOT CONSTITUTE NEGLIGENCE ON THE PART OF COMPANY, AND IS EXPRESSLY INCLUDED IN THIS LIMITATION OF LIABILITY. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
4. **Indemnification.** Customer assumes full liability and agrees to indemnify, hold harmless, and defend GDLS for any and all indirect and direct damages, including but not limited to all loss, cost, or expense (including reasonable attorney's fees), arising from or related to any and all design, redesign, use and/or modification and/or alteration of Supplies to create PPE by Customer. Notwithstanding, Customer shall not indemnify GDLS, and GDLS shall be responsible, for its own acts or omissions and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged gross negligence caused by GDLS. The Parties expressly agree that any claim by a third-party alleging GDLS's design, redesign, and/or modification of the ME or PPE to produce the Supplies using the specification and/or requirements provided by Customer infringes its intellectual property will be covered by this indemnification.
5. **Warranty Disclaimer.** All Supplies are provided by GDLS on an "as is" basis with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy. Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, all representations and warranties, express or implied, including fitness for a particular purpose, merchantability and non-infringement are hereby disclaimed.

By signing below, each Party agrees with all the terms of this Agreement and specifically acknowledges its consent to each and every term. Both Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date.

**Glia Inc.**

**GENERAL DYNAMICS LAND SYSTEMS –  
CANADA CORPORATION**

By:

A stylized handwritten signature in black ink, appearing to read 'Tarek Loubani', written over a horizontal line.

Tarek Loubani, President

Date: 2020 April 8

By:

A handwritten signature in black ink, appearing to read 'Ryan Sills', written over a horizontal line.

Ryan Sills, Associate General Counsel

Date: April 8, 2020