



Master Systems Contract

AGREEMENT made this day _____ of this month _____ of this year _____ by and between Pavion Corp., hereinafter called "Contractor", and _____ hereinafter called "Subscriber". WITNESSETH; that for the considerations and covenants herein specified, the parties here to do, for themselves, their successors and assigns, mutually covenant and agree as follows:

- 1. Contractor agrees to install or cause to be installed, in the premises of Subscriber at _____
- 2. Subscriber agrees to pay Contractor, its agents or assigns, the sum of \$ _____ of which \$ _____ is due and payable upon the signing of this Agreement and the balance shall be progress billed and paid in accordance with work completed under this Agreement.
- 3. Any tax applicable to, based upon, or measured by the receipts from or amount paid for service rendered by Contractor hereunder, and payable by Subscriber, shall be paid by Subscriber as an addition to the respective amounts otherwise payable by Subscriber as herein provided. Subscriber agrees to pay, in addition to any other sums herein provided to be paid all taxes, fees and charges imposed by any governmental authority, Fire and/or Police Department, relating to the installation of said signaling system.

4. SCHEDULE OF PROTECTION

#	ITEM	LOCATION

#	ITEM	LOCATION

- 5. Contractor agrees to furnish at no charge to Subscriber, a replacement part for any portion of said system which proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. No charge will be assessed for labor to repair or replace said part for the first ninety days from original installation date, after which time a standard service call charge will be assessed. It is expressly understood and agreed that in entering into this agreement and in installing the equipment and in granting the service herein described, the Contractor makes no warranties which extend beyond the description contained in this agreement. THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR USE.

SUBSCRIBER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT

This Agreement is not binding until approved by an Authorized Representative of Pavion Corp.,

ACCEPTED:

Pavion Corp.,

_____ SUBSCRIBER NAME

BY: _____

SALES REPRESENTATIVE

_____ PRINTED NAME OF AUTHORIZED PERSON

APPROVED:

_____ AUTHORIZED REPRESENTATIVE

_____ SIGNATURE

_____ DATE

6. IT IS UNDERSTOOD THAT NEITHER THE CONTRACTOR NOR ANY THIRD PARTY DESIGNATED BY THE CONTRACTOR WHICH PROVIDES SERVICE TO THE SUBSCRIBER IS AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE SUBSCRIBER AND THAT THE AMOUNTS PAYABLE TO THE CONTRACTOR HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN SUBSCRIBER'S PREMISES. THE SUBSCRIBER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF THE CONTRACTOR OR ANY SUCH THIRD PARTY AND AGREES THAT THE CONTRACTOR AND ANY SUCH THIRD PARTY SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE IS DESIGNED TO DETECT OR AVERT; THAT IF THE CONTRACTOR OR ANY SUCH THIRD PARTY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT OF THE CONTRACT PRICE OR \$250, WHICHEVER IS GREATER, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE OF ANY DEGREE, ACTIVE OR OTHERWISE OF THE CONTRACTOR AND ANY SUCH THIRD PARTY AND THEIR AGENTS OR EMPLOYEES NO SUIT OR ACTION SHALL BE BROUGHT AGAINST THE CONTRACTOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE.
7. SUBSCRIBER IS HEREBY GIVEN AN ABSOLUTE AND UNEQUIVOCAL OPTION TO REQUIRE THE CONTRACTOR TO ASSUME LIABILITY BEYOND THAT INDICATED ABOVE. IF THE SUBSCRIBER EXERCISES SUCH OPTION, A RIDER TO THIS CONTRACT WILL BE ENTERED INTO AND SIGNED BY THE PARTIES HERETO PROVIDING FOR THE EXTENT OF CONTRACTOR'S ADDITIONAL LIABILITY IN CONSIDERATION FOR WHICH SUBSCRIBER AGREES TO PAY THE CONTRACTOR ADDITIONAL SERVICE CHARGES SPECIFIED IN THE RIDER WHICH SHALL BE CONSISTENT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY SUBSCRIBER, IN WHICH EVENT THE DOLLAR LIMITATION CONTAINED IN CLAUSE NO. 6 ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER, THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER.
8. It is agreed that all installation, alteration, maintenance and other work, including inspections and tests of said system, shall be performed during regular business hours, exclusive of Saturdays, Sundays and holidays, unless Subscriber otherwise directs in which case Subscriber hereby agrees to pay Contractor any increased cost resulting therefrom.
9. Contractor assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.
10. In the event the purchase price is not paid in full upon completion, the Subscriber agrees to pay all costs, fees and expenses including attorney's fees in the event the seller seeks to collect the balance of the purchase price through counsel, plus any interest due Contractor. Subscriber further agrees that Contractor shall have the alternative right to reclaim any equipment delivered hereunder to satisfy any unpaid obligation of subscriber. Contractor reserves the right to charge Subscriber 1 ½% per month on all invoices 30 days past due.
11. Title to all equipment shall remain at all times within Contractor until fully paid for. Contractor shall have a security interest in the equipment sold hereunder until it is fully paid for and Subscriber agrees to perform all acts which may be necessary to assure Contractor's security interest in the equipment. Should Subscriber default in any payment for the equipment, Subscriber authorizes and empowers Contractor to remove the equipment from the premises, to disconnect the equipment, to render the equipment incapable of communicating with a central station and to enforce any valid and all of Contractor's rights as a secured party under the Uniform Commercial Code. Such removal and/or disconnection shall not be deemed a waiver of Contractor's right to damages sustained as a result of Subscriber's default, and Contractor shall have the right to enforce any other legal remedy or right. Furthermore, Contractor shall be in no way be obligated to repair, restore, or redecorate the premises in the event the equipment is removed as a result of Subscriber's breach of this Agreement. Contractor shall in no event be liable for direct, special, incidental, or consequential expense, loss or damage to the Subscriber resulting from such removal, disconnection and/or rendering the equipment incapable of communicating, and Subscriber hereby releases Contractor from all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the equipment shall pass to Subscriber upon delivery to the premises. Subscriber agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty whether affixed to the premises or not.
12. Where applicable, all installation, monitoring, maintenance, and repairs hereunder are conditioned upon the Subscriber possessing a telephone jack, coupler, internet router, radio, or other similar device which connects the Alarm Signal Transmission Equipment to the transmission channel/protocol and to which the Transmission Equipment will adapt and 110 AC unswitched current in a location adjacent to the control box. If the Subscriber does not possess a connecting device and 110 AC unswitched current in the location required and does not obtain same within thirty (30) days after the date the Subscriber signs this Agreement, then Contractor shall have the right to cancel this Agreement. In addition, Subscriber acknowledges that Contractor shall not be liable for the activation, interruption, operation or non-operation of the connecting device, telephone or telephone transmission wires, internet connection or service, or radio service since Contractor has no control or supervision of any such equipment. Such control and supervision of the equipment is the responsibility of the Subscriber and the Telephone Company, Internet Company, and/or radio Provider Company.
13. Subscriber agrees to properly test all batteries in any wireless detection devices and all ultrasonic, microwave, photoelectric or electronic equipment designated on the Schedule of Protection according to procedures prescribed by Contractor prior to setting the alarm system and to notify Contractor promptly if such batteries or equipment fail to respond to the test. Contractor shall not be liable for testing of said batteries or equipment nor for any interruptions in service due to non-functioning batteries or equipment. All batteries in any wireless detection devices should be replaced by the Subscriber as suggested by the manufacturer of equipment.
14. If a burglar alarm system is sold the Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report to Contractor any claimed inadequacies in or failure of the system provided it is still within the warranty period. Contractor shall make such repairs as shall be necessary as soon as is reasonably possible and in conjunction with Paragraph no. 5 after receipt of notice. Should a service call result from the failure of Subscriber to properly close a protected access or opening, Subscriber agrees to pay Contractor's standard service charge therefore.
15. Subscriber acknowledges if a Radio Communication Enhancement System or (RCES), including Bi-Directional Amplifier (BDA) system and Auxiliary Radio Communication System (ARCS) is installed, that Subscriber itself shall maintain and test said system. Contractor shall not be liable for testing of said batteries or equipment nor for any interruptions in service due to non-functioning batteries or equipment.
16. Subscriber does hereby for himself and any other parties claiming under him, release and discharge Contractor from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

17. The Subscriber agrees to and shall indemnify and hold harmless the Contractor and any third party designated by the Contractor which provides service and all their employees and agents, for and against any claims, suits, losses, demands and expenses arising from any death or injury to any person or any loss or damage to property occasioned or alleged to be occasioned by Contractor's or any third party's performances or failure to perform its obligations under this Agreement whether due to Contractor's negligence or otherwise, or through burglary, theft, robbery, fires or any other cause.
18. This Agreement may be assigned by the Subscriber provided the written consent of Contractor is first obtained, which consent shall not be unreasonably withheld and shall be conditioned upon the assignee's agreement, in form satisfactory to Contractor to make the payments herein provided and to perform and comply with all the other terms, covenants, and conditions hereof on Subscriber's part to be performed and complied with. This instrument is not binding upon Contractor until signed by one of its authorized representatives. There are no agreements, understandings, or representations changing, modifying, or otherwise affecting any of the terms of this Agreement. This Agreement cannot be changed, modified, or discharged orally.
19. The Subscriber agrees that there are no third-party beneficiaries of this Agreement.
20. Subscriber understands that any filing fees, permit fees, or other fees associated with either filing this job or requesting an inspection of this job are not included in the contract price unless expressly stated otherwise.
21. Contractor never guarantees system approval by the local governing authority. Subscriber agrees that Contractor's duty is limited to requesting an inspection by the local governing authority and only if the contract expressly requires Contractor to request an inspection.
22. The Subscriber acknowledges that Contractor has fully explained the operation of the equipment described within the Schedule of Protection provided hereunder.
23. In the event the parties execute a contemporaneous writing, Subscriber acknowledges that this Agreement shall control and govern the scope of work and/or any dispute between the parties relating to the services provided hereunder.
24. In the event this document is being referenced by another document by name or number, or is referenced by attachment, or annexation (whether by an exhibit, attachment, or scope of work), the terms and conditions herein shall control in the event of a dispute with the terms of the referencing document.
25. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
26. If Subscriber contracts for remote video service for their own viewing, Subscriber acknowledges that at no times is Contractor responsible for, or actually involved with transmitting any type of signal and/or images to Subscriber. Subscriber acknowledges that Contractor is not able to view or has access to view any images from said video service. Subscriber acknowledges that a third party is providing the signals and/or images for Subscriber to view, and as such discharges Contractor from any liability and agrees to indemnify and hold harmless the Contractor.
27. The Subscriber does hereby waive its rights to a trial by jury and the right to assert any counterclaim in any action brought against Subscriber.
28. Subscriber acknowledges that Contractor has no knowledge of existing hidden pipes, wires, or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Contractor of such hidden objects, failing which Contractor shall have no liability whatsoever for any damages, losses or expenses for personal injury, including death, or to real or personal property caused by or involving such hidden objects during installation and/or repair of the System, even if due to the active or passive, sole, joint or several except to the extent of the negligence of Contractor and/or its agents, servants, employees, suppliers or subcontractors.
29. Subscriber is solely responsible for making the workspace available for the installation to occur.
30. Subscriber acknowledges that all work shall be performed in a timely manner consistent with industry standards. Subscriber may request an accelerated timetable and Contractor will apprise Subscriber of any additional costs associated therewith whereupon, if agreed to in writing, Contractor will accelerated its performance accordingly.
31. Contractor reserves the right to charge for, on a time and material basis, any unforeseen or unanticipated costs it incurs as a direct result of the Subscriber's actions or lack thereof. Additionally, if possession of material/equipment is not taken within six months Contractor reserves its right to charge an additional fee of up to 10% for storing the material/equipment.
32. Subscriber acknowledges that events may occur in which Contractor must file additional items with the local governing bodies. If such additional filings are required Subscriber agrees that Contractor may charge and Subscriber will pay an additional filing fee.

40. Disclaimer of Warranties. NEITHER PAVION NOR OWNER WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A CYBER EVENT, CYBER BREACH, RISK OR VULNERABILITY, COMPUTER VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA NETWORK OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, OWNER'S WEBSITE OR THE SERVICE OR ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE OR THE SERVICE. NEITHER PAVION NOR OWNER NOR ANY PERSON ASSOCIATED WITH EITHER OF THEM MAKES ANY WARRANTY OR REPRESENTATION TO ANY USER WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, FUNCTIONALITY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER PAVION NOR OWNER NOR ANYONE ASSOCIATED WITH EITHER OF THEM REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET THE NEEDS OR EXPECTATIONS OF CUSTOMER OR ANY USER. EXCEPT FOR THE WARRANTY SET FOR HEREIN, PAVION PROVIDES THE SERVICES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES. PAVION AND OWNER HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.