



**Pavion Corp**  
**REPAIR/SERVICE CONTRACT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ by and between Pavion Corp. hereinafter called "Contractor"

and \_\_\_\_\_ hereinafter called "Subscriber". WITNESSETH; that for the considerations and covenants herein specified, the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Contractor agrees to repair or service, during the term of this agreement and only per Subscriber's request, in the premise(s) of Subscriber, at \_\_\_\_\_ the system as specified by the subscriber.
2. Subscriber agrees to be bound to the regular Contractor's prevailing hourly service rates for a period of five years from the execution date of this agreement. It is agreed that all repair work shall be performed during regular daytime business hours exclusive of Saturdays, Sundays and holidays unless the Subscriber otherwise directs, in which case the Subscriber hereby agrees to pay the Contractor any increased cost resulting.
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, false alarm fees and other fees and charges imposed by any governmental authority, Fire and/or Police Department, relating to the contract inspection service.
4. 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 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. CONTRACTOR MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. 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 OCCURENCES, 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 FAILURE OF SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO \$250, 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.
5. 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 CONSONANT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY SUBSCRIBER, IN WHICH EVENT THE DOLLAR AMOUNT CONTAINED IN CLAUSE NO. 4 ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER, THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS INSURER.
6. 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. The Subscriber agrees to and shall indemnify and save/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 of failure to perform its obligations under this agreement whether due to Contractor's negligence or otherwise, or through burglary, theft, robbery, fire or any other cause.
7. Contractor reserves the right to charge 1½ % per month, and up to 18% per year as a late fee for any unpaid invoices.
8. In the event CONTRACTOR is requested to perform service/maintenance during non-business hours, SUBSCRIBER agrees to pay a minimum of the equivalent of four (4) hours at the CONTRACTOR'S then current labor rate for Labor plus any differential due to overtime pay incurred by CONTRACTOR in connection with said service/maintenance.

9. SERVICE:  Repair work on Time & Material Basis

10. 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.

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

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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