

**INSPECTION AND MAINTENANCE CONTRACT**

AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ by and between Pavion Corp. and all its subsidiaries as listed in Schedule A and made a part hereof, 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 inspect and/or maintain or cause to be inspected, and/or maintained during the term of this Agreement in the premise(s) of Subscriber at \_\_\_\_\_ the system as specified in Paragraph number 8.
- 2 Subscriber agrees to pay Contractor the sum \$ \_\_\_\_\_ per \_\_\_\_\_ (the "Annual Service Charge"), payable in advance \_\_\_\_\_ plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such service is operative under this agreement.
- 3 Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Pavion Corp. and all its subsidiaries may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise.
4. 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 alarms fees and other fees and charges imposed by any governmental authority, Fire and/or Police Department, relating to the contract inspection and/or maintenance service.
5. 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 SUSCRIBER 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. 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 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 ANNUAL SERVICE CHARGE ATTRIBUTABLE TO THE EFFECTED PREMISES 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.

**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. and all its subsidiaries

Pavion Corp. and all its subsidiaries

BY: \_\_\_\_\_  
SALES REPRESENTATIVE

APPROVED: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SUBSCRIBER NAME

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED PERSON

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Date:

6. 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 AN INSURER.

7. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Pavion Corp. and all its subsidiaries shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. In addition the Company reserves the right to charge a 1.5% late fee for payments received past due date.

8. SERVICE:                    Inspection and Maintenance

   Inspection Only

   Maintenance Only

Describe system to be inspected:

9. In the event maintenance service is being provided hereunder, Subscriber represents that the system to be maintained is in good condition and operating order on the commencement date hereof. To the extent it is found that said system is not in good condition and/or working order, Subscriber authorizes Contractor to make necessary repairs on a time and material basis, in addition to the charges set forth in paragraph 2 hereof. Subscriber must provide any codes for software or other equipment needed to maintain the system. If the system is found not to be in good operating/working order, this Agreement will not become effective until all deficiencies with the system are corrected and the system is operable.

10. In the event maintenance service is being provided hereunder, Subscriber shall not be billed for any costs to repair equipment listed in Paragraph No. 8, damaged due to normal wear and tear or manufacturer's defects, unless otherwise outlined herein.

11. It is agreed that all test, inspections and maintenance provided for hereunder 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.

12. In the event any maintenance is to be performed hereunder when applicable, this Contract excludes all maintenance of the conduit but includes all wire and terminal connections, which includes connections to elevator recalls. All ionization smoke detectors shall be cleaned once per year. Maintenance of any access control system shall be limited to controllers, card readers and magnetic door locks. Other items, including but not limited to access cards, will be repaired or replaced on a time and material basis. Maintenance shall not include any DVR hard drives or VCR unit's heads or any related tapes or DVDs or NVR's.

13. In the event any maintenance is to be performed hereunder when applicable, this contract excludes the equipment replacement cost of batteries, auxiliary back-up power supplies, printer toner, print ink cartridges and printer paper, modems and routers.

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14. If Subscriber shall default in the making of any payment herein provided for or fails to comply with any of the other terms, conditions or covenants of this Agreement, Contractor may give Subscriber ten days' written notice of intention to terminate this agreement and thereupon at the expiration of said ten days (if such default continues) this Agreement shall terminate and Contractor may in all respects discontinue the service. Such notice shall be deemed to be sufficiently given if delivered to Subscriber personally, or sent by certified mail postpaid and addressed to Subscriber at said premises; and the time giving such notice shall be deemed the time when same is delivered or mailed as aforesaid. In the event of such termination and discontinuance of service Subscriber agrees to pay Contractor, in addition to the amount then accrued and due, a sum equal to seventy-five percent of the service charge pro-rated for the period from such termination to the next permissible termination date by Subscriber plus attorney's fees and/or collection charges not exceeding twenty-five percent. Contractor reserves the right to charge 1½% per month.

15. Subscriber warrants that there are no outstanding defects or violations with the system to be maintained as described in paragraph 8 herein. To the extent Contractor discovers any defects or violations with said system which existed prior to the commencement date hereunder, Subscriber agrees to pay Contractor to correct said defects or violations on a time and material basis, at Contractor's then current rates, in addition to the regular maintenance charge provided herein.

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 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.

18. 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 interruptions continue. Additionally any repairs necessary due to these causes shall be billed on a time and material basis.

19. This Agreement may be assigned by 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.

20. 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.

21. 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.

22. The Subscriber does hereby waive its right to a trial by jury and the right to assert any counterclaim in any action brought against Subscriber.

23. Subscriber acknowledges and understands that Contractor accepts this agreement with the understanding that Contractor's fulfilling the terms and conditions hereof shall in no way impair or interfere with any other party's contractual rights with respect to Subscriber for alarm inspection/maintenance at the premises stated herein.

24. In the event inspection service is being provided hereunder, Contractor will inspect the devices/system listed under Paragraph no. 8 by the frequency indicated.

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. In the event SPRINKLER SYSTEM INSPECTION SERVICE is furnished under this agreement, Subscriber hereby agrees to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system. This agreement does not provide for the repair of any portions or components of the sprinkler system from and should any repairs be necessary they shall be completed on a time and material basis at Contractor's then existing rates. This service is limited to a visual examination of the sprinkler system from floor level to verify that it appears to be in operating condition and free from physical damage. This service shall not include or constitute an evaluation of the system as suitable for the hazards protected or of its ability to perform in a fire condition. Contractor assumes no liability with respect to any defect or any other condition that is not immediately obvious in the conduct of the visual inspection at the time performed.

27. Subscriber is solely responsible for making available to Contractor any and all portions of the system to either be inspected and/or serviced.

28. If this Agreement provides for inspection only, any service call made in conjunction herewith shall be subject to a minimum billing equal to the Contractor's then current rate for two (2) hours of labor during normal business hours, and four (4) hours of labor during non-business hours.

29. 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.

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and all its subsidiaries  
Inspection and Maintenance  
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30. Subscriber authorizes and empowers Contractor, its agents or assigns, to make inspections and tests thereof and to make, at the expense of Subscriber, any changes or replacements therein or alterations thereof made necessary by changes in or alterations of said premises.

31 The parties agree that there are no third party beneficiaries of the contract

32 Disclaimer of Warranties. NEITHER PAVION CORP. AND ALL ITS SUBSIDIARIES 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 CORP. AND ALL ITS SUBSIDIARIES 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 CORP. AND ALL ITS SUBSIDIARIES 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 CORP. AND ALL ITS SUBSIDIARIES PROVIDES THE SERVICES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES. PAVION CORP. AND ALL ITS SUBSIDIARIES 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.

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