



CONTRACT NO. _____

MONITORING CONTRACT

AGREEMENT made this _____ day 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 provide monitoring service during the term of this Agreement, for Subscriber, at _____ of Subscriber's Alarm System, as specified in the Schedule of Protection, Paragraph No. 6, it being understood and agreed that any transmission equipment installed by Contractor in order to provide said monitoring service, including all devices, instruments and appliances, and all connections, wires, conduits and other materials associated therewith, is and shall be and remain personal property owned solely by Contractor.
2. Subscriber agrees to pay Contractor, its agents or assigns, upon connection of said monitoring service, the sum of _____ Dollars (\$) and to pay in addition the sum of _____ Dollars (\$) per _____, billed _____ in advance for a period of five years from the date service is operative under this Agreement, and in advance thereafter unless this contract is terminated at the end of the fifth contract year, or until terminated at the end of any subsequent contract year, by written notice of such termination given by either party at least thirty days prior to the end of such year. Contractor shall have the right to increase the annual service charge provided for herein at any time after the expiration of one year to cover increases in costs, except those otherwise provided for in paragraph 3 herein, of furnishing the service provided for under this Agreement. Contractor's representative will, upon request, review the items of increased costs with the Subscriber. Service under this agreement shall be operative on the date said monitoring service commences or on _____ whichever is later.
- 2A. Subscriber Option: If during the term of this Agreement any change of transmission equipment or method becomes necessary due to governmental, regulatory, or network provider action, Contractor shall make the necessary change at no additional charge to Subscriber. In exchange, Subscriber agrees to pay Contractor an additional sum of \$10 per month. _____ (Subscriber's initials for acceptance)
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 in 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, such as the Fire and/or Police Department, relating to the installation, service and/or transmission of alarm signals and/or images of said signaling system and to pay any charges to Contractor by the public entity providing wire connections for the transmission of signals or images.
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 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 OCCURRENCES 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 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. FURTHER, IF A CONNECTING COMPANY IS USING THE TRANSMISSION FACILITIES OF CONTRACTOR, THE CONNECTING COMPANY AGREES TO INCLUDE IN ALL OF ITS CONTRACTS WITH ITS SUBSCRIBERS WHO RECEIVE SERVICE THROUGH THE CONNECTION INVOLVED THEREIN, A CLAUSE PROTECTING CONTRACTOR FROM ANY LIABILITY, COST AND EXPENSE INCLUDING ATTORNEY'S FEES IN DEFENDING ANY CLAIM MADE AGAINST CONTRACTOR, BEYOND THAT SET FORTH IN THIS PARAGRAPH 4. 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.

Accepted: Pavion Corp. and all its subsidiaries

BY: _____
SALES REPRESENTATIVE

APPROVED: _____
AUTHORIZED REPRESENTATIVE

SUBSCRIBER NAME

PRINTED NAME OF AUTHORIZED PERSON

SIGNATURE

DATE

Date

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 CONSISTENT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY SUBSCRIBER, IN WHICH EVENT THE DOLLAR AMOUNT 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.**

6. SCHEDULE OF PROTECTION.

7. Except as otherwise provided herein, in the event Pavion Corp. and all its subsidiaries alarm monitoring services is furnished under this Agreement, Contractor agrees to transmit to the municipal fire and/or police department all fire and/or burglar alarm signals or images received at its remote station from the system installed hereunder, unless it is the best judgement of Contractor that the causes of such signals shall be first investigated by telephoning or dispatching a representative to Subscriber's premises Contractor shall also make reasonable effort to similarly notify the Subscriber or Subscriber's designated representative.

8. The electric current and/or water necessary for said signaling system shall be furnished by Subscriber at Subscriber's expense. Subscriber acknowledges that transmission of signals and/or images to the Contractor may be via internet, radio or wire (telephone wire) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further acknowledges that signals and/or images which are transmitted by radio, digital cellular, wireless, internet, Voice over Internet Protocol (VoIP) or over telephone lines are wholly beyond the control of Contractor and are maintained and serviced by the telephone or utility company, and, therefore, Contractor shall not be liable or responsible for telephone line(s), wireless, internet, VoIP, radio, or digital cellular failure which prevents signals and/or images from reaching Contractor or the failure of anyone whom Contractor attempts to notify of an alarm condition to respond to Contractor's attempted telephonic communication. In the event Contractor utilizes a digital communicator to transmit signals and/or images, Subscriber shall furnish and maintain all necessary telephone lines and jacks for said communicator and advise Contractor of any changes in the Subscriber's telephone line number(s).

8A. In the event Subscriber elects to utilize Voice over Internet Protocol (VoIP) or Digital Subscriber Line (DSL) phone service (also known as Digital or Internet Phone service) for transmitting signals and/or images to Contractor's monitoring facility, Subscriber acknowledges there may be times when the Contractor will be unable to acquire or transmit alarm signals and/or images. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscribers use of VoIP and/or DSL phone lines for the transmission of alarm signals and/or images to Contractor.

8B. In the event Subscriber elects to utilize Internet Protocol (IP) for transmitting signals and/or images to Contractor's monitoring facility, Subscriber acknowledges there may be times when the Contractor will be unable to acquire or transmit alarm signals and/or images. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscriber's use of IP for the transmission of alarm signals and/or images to Contractor. In the event Contractor utilizes Internet Protocol (IP) to transmit signals and/or images, Subscriber shall furnish and maintain the necessary internet connection/ router and back-up power supply for said signaling system and advise Contractor of any changes in the Subscriber's internet connection/router. Subscriber agrees to indemnify and hold harmless Contractor for any failures attributable to Subscribers use of VoIP and/or DSL phone lines for the transmission of alarm signals and/or images to Contractor. Subscriber acknowledges that signals which are transmitted by an internet connection/router are wholly beyond the control of Contractor and are maintained and serviced by an internet service provider/carrier, and therefore, Contractor shall not be liable or responsible for internet router (ISP) failure which prevents signals and/or images from reaching Contractor or the failure of anyone whom Contractor attempts to notify of an alarm condition to respond to Contractor's attempted telephonic communication. Additionally, the internet connection/router utilized by Subscriber must be specifically listed for the purpose of transmitting alarm signals and/or images and the router/modem should have batteries or standby power.

9. Subscriber must furnish Contractor with a written list of names and telephone numbers and email addresses of those persons Subscriber wishes Contractor to notify of alarm signals and Contractor, in performing its obligations under this Agreement, will rely on the information given by the Subscriber. Subscriber must furnish Contractor with a password for verifying potential alarm conditions. **It is the Subscriber's sole responsibility to insure that all phone numbers, fax numbers, and/or email addresses on file at Contractor are kept current.** All changes and revisions shall be supplied to Contractor in writing, and shall become effective only when actually received by Contractor. It is Subscriber's sole responsibility to keep current its notification list with Contractor.
10. Other than as specified in paragraph 1 hereof, Subscriber acknowledges that none of the equipment installed at Subscriber's premises is the property of Contractor, nor has Contractor approved or disapproved thereof, except for any equipment sold and installed by Contractor to Subscriber pursuant to any other agreement. Contractor has made no representation, warranties or agreements regarding the equipment, nor has Contractor participated in the design or installation of the alarm system or the alarm equipment. Contractor has no responsibility for the condition or operation of the alarm system or the alarm equipment and Contractor is not responsible for the maintenance, service or repair of said alarm system or equipment. Contractor shall not be liable or responsible for equipment failure which prevents signals and/or images from reaching Contractor. When Subscriber utilizes an IP signaling system or VoIP, Subscriber expressly understands it is Subscriber's sole responsibility to provide a battery back-up and necessary routers. In no way does Subscriber expect Contractor to be responsible for the battery backup or router associated with IP or VoIP.
11. In the event a Burglar Alarm system is being monitored hereunder, Subscriber shall carefully and properly set the alarm system each night or at such other times as the Subscriber shall close its premises. Subscriber shall carefully and properly test the alarm system prior to each close period and shall immediately report to Contractor any claimed inadequacy or failure of the system.
12. In the event VIDEO VERIFICATION SERVICE is provided hereunder, if the customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, the customer agrees to subscribe to such service if provided by the Company, or otherwise take the appropriate actions to comply with such requirements. Upon receipt of alarm signal, Contractor will review any video available to said signal and dispatch if warranted.
13. In the event VIDEO ANALYTICS SERVICE is provided hereunder, Subscriber agrees to make known to Contractor the form of response to give in the event of detection of alarm condition. Responses range from notification given to Subscriber based on Subscriber's Emergency Contact List, to notification of local authorities, or for Contractor to use a pre-recorded message created by Subscriber. Subscriber is also responsible for informing Contractor with exact specifications regarding setting alarm condition parameters. Subscribers shall test the system periodically in order for Contractor to determine any inadequacies or failure of the system. Subscriber shall ensure all video equipment remains in good view of any desired areas of protection. Subscriber agrees to refrain from creating or causing false alarms or unnecessary service calls and to pay to the Contractor a fee based upon Contractor's current costs for each Subscriber caused or created false alarm or unnecessary service call.
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 facsimile, email or certified mail postpaid and addressed to Subscriber at said premises; and the time of 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 Subscriber 1 ½% per month on all invoices 30 days past due.
15. If, for any reason, including Contractor's equipment failure, Contractor is unable to provide its monitoring services, Contractor, in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice to Subscriber. In the event Contractor, in its sole discretion, determines that it will not be able to resume its monitoring services within the next succeeding full business day, Contractor agrees to notify Subscriber and installer by telephone, fax, email and/or in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Contractor's monitoring fees for suspended service provided suspended service does not exceed ten (10) days. Contractor will make a pro rata refund or off-set to Subscriber for any period of suspension of services in excess of ten (10) days.
16. Upon termination of this Agreement it shall be the obligation of the Subscriber to disconnect the transmitting device which transmits the alarm signal and/or images to Contractor, and Subscriber shall allow Contractor to enter the premise during regular business hours and disconnect the transmitting device. Subscriber's failure or refusal to disconnect the transmitting device shall make Subscriber liable for all loss or damage Contractor may sustain including, but not limited to, Contractor's ability to assign to another user of Contractor's alarm monitoring service the number of designation theretofore assigned to Subscriber. Subscriber understands that disconnection has not been completed until proprietary codes are physically or electronically removed from equipment at Premise by Contractor and agrees that no other party shall be allowed to remove or alter said codes.
17. Contractor shall not be responsible for any fees, charges, or assessments imposed by any Government authority or other persons in conjunction with false alarms from any equipment located at Subscriber's premises.
18. Any removal by Subscriber of its alarm system from the premises set forth in this Agreement and any change or alteration in the monitoring system (except for replacement of its units thereof with identical units) without the written approval of Contractor shall terminate Contractor's liability to perform services hereunder.
19. Subscriber agrees to indemnify and hold Contractor harmless, including reasonable attorneys fees, from and against all claims, lawsuits and losses alleged to be caused by Contractor negligent performance or failure to perform under this Agreement.
20. The parties agree that there are no third party beneficiaries of this Agreement.

21. This Contract may be terminated at any time and without previous notice, at the option of Contractor and without liability of any sort on its part, in case the connecting wires, equipment in Subscriber's premises, or other facilities are destroyed by the fire or other catastrophe, or so substantially damaged that it is impracticable to continue service, or in case Contractor is unable either to secure or retain the connections or privileges necessary for the transmission of signals and/or images and may likewise be terminated by Subscriber in the event that Subscriber's said premises are so destroyed or damaged.
22. In the event MANUAL FIRE ALARM SERVICE, AUTOMATIC FIRE ALARM SERVICE, SPRINKLER ALARM SERVICE, MONITORING OF SUBSCRIBEROWNED FIRE ALARM SYSTEM OR SPRINKLER SUPERVISORY SERVICE is furnished under this Agreement, Contractor's system will be tested periodically by Contractor's employees. During the test time, the system will be out of service. Before each test, Contractor's employees will notify Subscriber's designated representative at the premises, that the test is to be made, and Subscriber agrees to notify all persons who may be affected, that the system is out of service during such test. Additionally, Subscriber may elect to have Contractor place the system into test status. If Subscriber elects to place the system into test by using a desktop/laptop, or tablet, or smartphone, he/she may do so by using the designated app at no charge. If Subscriber calls in to place the system into test Subscriber may be subject to an excessive calls fee. During the time a system is placed into test status Contractor will continue to receive signals and/or images, if transmitted to Contractor, but will not notify the premise(s) nor the authorities. A system can remain in test status for up to eight (8) hours unless the system is terminated prior to the eight (8) hour limit. A system will automatically be removed from test status, unless other arrangements had been made.
23. The Subscriber does hereby authorize Contractor to check Subscriber's credit and employment history and Contractor may request a credit report on Subscriber.
24. 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 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 Agreement is only valid if it is signed by an authorized representative of Contractor: only representations contained in this writing are binding on the Contractor. This Agreement contains the complete understanding of the parties. There are no agreements, understandings, or representative changing, modifying or otherwise affecting any of the terms of this agreement. This Agreement cannot be changed, modified, or discharged orally.
25. 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.
26. 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.
27. 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.
28. It is understood and agreed that if radio transmission is provided the radio transmitter described herein used for the transmission of signals and/or images may be the sole property of the Contractor and that, in the event of cancellation of service, the transmitter described herein will be returned to Contractor. If Contractor is unable to recover said transmitter, Subscriber shall be responsible for damages in the amount of \$1,000.
29. 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.
30. In the event Subscriber requests Contractor to perform any service related to Subscriber's systems other than monitoring Subscriber agrees that any such service performed by Contractor shall be on a time and material basis.
31. 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 alarm company's contractual rights with respect to Subscriber at the premise stated herein.
32. This Contract excludes the equipment replacement cost of batteries, auxiliary back-up power supplies, printer toner, print ink cartridges and printer.
33. 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 provision of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
34. 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 any images from said video service. Subscriber acknowledges that a third party is actually 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.
35. Subscriber is solely responsible for making available to Contractor any and all portions of the system to either be inspected and/or serviced.
36. If Subscriber purchases video monitoring or video verification service(s) Subscriber acknowledges and agrees to pay a monthly user fee for said service.
37. Subscriber understands that any filing fees, permits fees, or other fees associated with either filing this job or requesting an inspection of this job are not included in the price unless expressly stated otherwise.
38. 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.
39. 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 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.