



Contract No. \_\_\_\_\_

**MASTER REPAIR-SERVICE CONTRACT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Pavion Corp. and all its subsidiaries as listed on 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 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 (5) 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. Payment Terms - Pavion Corp. and all its subsidiaries' payment terms are strictly Net 30 from the date of invoice. In the case of progress payments, payment is expected within thirty (30) days after completion of the work properly performed during the payment period under the terms of the Master Service Agreement, AIA, or Schedule of Value. This agreement shall supersede all other agreements. All payment terms greater than Net 30 will require pre-approval from a Pavion Corp. Finance Manager or Credit Manager. Failure to make payments within sixty (60) days after the completion of the Scope of Work or after the completion of a progress period, shall provide Pavion Corp. an option to terminate this agreement per the terms set forth without prior notice. In addition, any late payments may be subject to a 1.5% late fee.

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 alarm fees and other fees and charges imposed by any governmental authority, Fire and/or Police Department, relating to the contract inspection service.

5. LIMITED LIABILITY- IT IS UNDERSTOOD THAT NEITHER CONTRACTOR NOR ANY THIRD PARTY DESIGNATED BY 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 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 CONTRACTOR OR ANY SUCH THIRD PARTY AND AGREES THAT 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. FURTHER, IF A CONNECTING COMPANY IS USING THE TRANSMISSION FACILITIES OF CONTRACTOR, THE CONNECTING COMPANY AGREES TO INCLUDE 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. 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 THE SUBSCRIBER AGREES TO PAY THE CONTRACTOR ADDITIONAL SERVICE CHARGES SPECIFIED IN THE RIDER WHICH SHALL BE CONSISTANT WITH CONTRACTOR'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY THE SUBSCRIBER, IN WHICH EVENT THE DOLLAR LIMITATION CONTAINED IN THE CLAUSE 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. 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. Force Majeure - Pavion Corp. and all its subsidiaries 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 other cause beyond the exclusive control of Pavion Corp. and all its subsidiaries, and Pavion Corp. and all its subsidiaries will not be required to supply service while such delay or interruption shall continue.

11. Severability - 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.

12. 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.

13. Contractor shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

14. The Subscriber agrees that there are no third-party beneficiaries of this Agreement.

15. 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.

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. Subscriber agrees to indemnify and hold Contractor harmless, including reasonable attorney's fees, from and against all claims, lawsuits and losses alleged to be caused by Contractor negligent performance or failure to perform under this Agreement.

18. 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.

19. 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.

20. Mold, Obstacles and Hazardous Conditions: Subscriber shall notify Contractor in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event Contractor discovers the presence of suspected asbestos or other hazardous material, Contractor shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate Contractor for any additional expenses caused by the delay until work can resume. If Contractor, in its sole discretion, determines that continuing the work poses a risk to Contractor or its employees or agents,

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Contractor may elect to terminate this agreement on three (3) days notice to Subscriber and Subscriber shall compensate Contractor for all services rendered and material provided to date of termination. Contractor shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall Contractor be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

21. 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.

22. Disclaimer: The Subscriber acknowledges Pavion Corp. and all its subsidiaries have explained additional equipment, systems and protection that may be available from Contractor, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available and has decided not to request or contract for such additional equipment, systems or protection.

23. Non-Solicitation: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in an capacity, any employee of PAVION CORP. and all its subsidiaries, assigned by PAVION CORP. and all its subsidiaries to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of two years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, PAVION CORP. and all its subsidiaries shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with PAVION CORP. and all its subsidiaries, times twelve, together with PAVION CORP. and all its subsidiaries counsel and expert witness fees.

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

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

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

\_\_\_\_\_  
SUBSCRIBER BILLING ADDRESS

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED  
PERSON & TITLE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SUBSCRIBER FEDERAL TAX I.D.