



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

**MASTER FIRE 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 \_\_\_\_\_ 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 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

We have excluded filing fees from the price above. As an alternative, should you desire Pavion Corp. and any of its subsidiaries to provide a Professional Engineer's Stamp and file this job with the \_\_\_\_\_, an additional \$\_\_\_\_\_ will be added to the above amount.

Tax of \$\_\_\_\_\_ is not included in the above filing fee price. Tax must be shown on the purchase order or if it is a tax-exempt project, proper documentation must be provided.

It is understood and agreed that if Pavion Corp. and any of its subsidiaries is contracted to provide the Authority Having Jurisdiction filing services and it is later determined that the project has been previously filed by others, only 50% of the contracted amount attributable to filing services will be refunded by Pavion Corp. and all its subsidiaries.

Auto Cad drawings will be required for all floors. If Auto Cad drawings are not available, a detailed contract will be provided to redraw hard copies.

**REQUEST FOR INSPECTION ONLY:**

As another alternative, if you desire Pavion Corp. and any of its subsidiaries to obtain an Authority Having Jurisdiction inspection date (when filed by others), Contractor must supply all design and installation documents as per State specific fire codes and submit same to the local Fire Department for examination and/or approval.

Subscriber agrees to pay Contractor the sum of \$\_\_\_\_\_ per \_\_\_\_\_ (the "Annual Service Charge"), payable in advance \_\_\_\_\_ plus applicable state and/or local tax(es) for 5 years(s) (the "Initial Term") effective from the date such service is operative under this Agreement.

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 the first ninety days from the date of original 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

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agreed that in entering into this agreement and 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. Pavion Corp. and all its subsidiaries warrant the equipment to be free from manufacturing defects for a period of ninety (90) days from installation or ninety (90) days from the shipment of the equipment or components F.O.B. shipping point, whichever period expires first.

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
SUBSCRIBER FEDERAL TAX ID

OUTRIGHT SALE OF A SYSTEM TERMS AND CONDITIONS

1. Acceptance - Acceptance of this Agreement by Pavion Corp. and all its subsidiaries is contingent upon (1) a satisfactory credit report of Subscriber and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from Pavion Corp. and all its subsidiaries standard prices. The Subscriber does hereby authorize Contractor to check Subscriber's credit and employment history and Contractor may request a credit report on Subscriber.
2. Payment - Subscriber agrees to pay the Net Amount set forth on the face of this Agreement. All quotations are F.O.B. shipping point, and all transportation, rigging, drayage, uncrating and similar charges will be paid by Subscriber.
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 Payments due for equipment purchases shall not be contingent upon any test in place.
5. Should Contractor be required to perform any service or furnish or replace any equipment or material not specifically covered by the terms of this agreement, because of change in existing or hereafter enacted law, change in technology, obsolete or manufacturer's end of life equipment, Subscriber agrees to pay Contractor for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by Contractor's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to Contractor by Contractor's suppliers and vendors in connection with equipment and services to be provided by Contractor to Subscriber. Contractor will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or alternative equipment and services, if available, for the prices set forth in this agreement.
6. 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.
7. Pavion Corp. and all its subsidiaries 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 Pavion Corp. and all its subsidiaries reserves its right to charge an additional fee of up to 10% for storing the material/equipment.
8. Subscriber acknowledges that events may occur in which Pavion Corp. and all its subsidiaries must file additional items with the local governing bodies. If such additional filings are required Subscriber agrees that Pavion Corp. and all its subsidiaries may charge and Subscriber will pay an additional filing fee.
9. Taxes - There shall be added to the Net Amount; amounts equal to any taxes however designated, levied or based thereon or on this Agreement or the equipment, including state and local privilege or excise taxes based on gross revenue, and any taxes or a amounts in lieu thereof paid or payable by Pavion Corp. and all its subsidiaries in respect of the foregoing, exclusive, however, of taxes based solely on Pavion Corp's and all its subsidiaries' net income.
10. Title - Until full payment of the Net Amount, Subscriber hereby grants Pavion Corp. and all its subsidiaries a purchase money security interest in the equipment sold hereunder in accordance with the Uniform Commercial Code. Pavion Corp. and all its subsidiaries may, at any time, file a copy of this Agreement or a financing statement (which Subscriber agrees to execute upon Pavion Corp. and all its subsidiaries' request) with appropriate authorities as a financing statement in order to perfect Pavion Corp. and all its subsidiaries' security interest. Any such filing shall not constitute acceptance of this Agreement by Pavion Corp. and all its subsidiaries. Title shall not pass to Subscriber until the Net Amount (including all freight and taxes, if applicable) has been paid. 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

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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.

11. Other than as specified in page 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.

12. 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.

13. Maintenance - Pavion Corp. and all its subsidiaries shall perform all necessary maintenance and warranty related repairs on Subscriber's installed system at the premises listed for ninety (90) days. Maintenance shall be for the equipment provided for in this Agreement with the exception of conduit. It is expressly understood and agreed that maintaining the equipment and in granting the service herein described, Pavion Corp. and all its subsidiaries make no warranties which extend beyond the description contained in this agreement.

14. 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.

15. Days of Work - It is agreed that all installation, alteration, maintenance and other work, including inspections and tests of said systems, 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 Pavion Corp. and all its subsidiaries any increased cost resulting therefrom.

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

17. 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 accelerate its performance accordingly.

18. It is understood and agreed that in many businesses it is impossible to hide all wiring necessary to install the system; therefore, Pavion Corp. and all its subsidiaries and Subscriber will agree on the installation as can best be accomplished by Pavion Corp. and all its subsidiaries.

19. The Subscriber acknowledges that Contractor has fully explained the operation of the equipment described within the Schedule of Protection provided hereunder.

20. Subscriber may be required to acknowledge, agree to upon portal login and/or sign certain manufacturer terms of service. For example, End User License Agreement (EULA), Software as a Service (SaaS), Software Support Agreements (SSA's) and/or certain Privacy Act Terms and Conditions such as California Consumer Privacy Act (CCPA). These documents are updated from time to time and will be made available upon request.

21. 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 device should be replaced by the Subscriber as suggested by the manufacturer of equipment.

22. Subscriber acknowledges if a Radio Communication Enhancement System or (RCES), including Bi-Directional Amplifier (BDA) system and Auxiliary B 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.

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23. Prior Knowledge of Premises - Subscriber acknowledges that Pavion Corp. and all its subsidiaries 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 Pavion Corp. and all its subsidiaries of such hidden objects, failing which Pavion Corp. and all its subsidiaries 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 negligence of Pavion Corp. and all its subsidiaries and/or its agents, servants, employees, suppliers, or subcontractors.

24. In the event MANUAL FIRE ALARM SERVICE, AUTOMATIC FIRE ALARM SERVICE, SPRINKLER ALARM SERVICE, MONITORING OF SUBSCRIBER OWNED 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 have been made.

25. Cancellation and Returned Equipment - Orders may be canceled only with Pavion Corp's and all its subsidiaries' written consent upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized in writing by Pavion Corp. and all its subsidiaries, and Subscriber will be charged, for placing returned goods in saleable condition, any sales expenses then incurred by Pavion Corp. and all its subsidiaries plus a restocking charge and any outgoing and incoming transportation costs which Pavion Corp. and all its subsidiaries pays.

26. Default - If Subscriber defaults hereunder, if a Petition in Bankruptcy is filed, or any proceeding under any bankruptcy, insolvency or similar law is commenced by or against Subscriber, or if Subscriber makes an assignment for the benefit of creditors:

1. Pavion Corp. and all its subsidiaries, in addition to other remedies, may repossess the equipment without notice; and Subscriber grants to Pavion Corp. and all its subsidiaries all rights to enter job site which Subscriber may have in order to enable Pavion Corp. and all its subsidiaries to affect such repossession.

2. Subscriber agrees to pay Pavion Corp. and all its subsidiaries' costs and expenses of collection and/or repossession, including the maximum attorney's fee permitted by law.

27. Risk of Loss - Risk or loss or destruction of or damage to the equipment shall pass to Subscriber upon the earlier of delivery to Subscriber or delivery to a carrier for delivery to Subscriber. Merchandise received by Subscriber shall be inspected for damage and quantity counts, at time of receipt and, if not objected to in writing within thirty (30) days thereafter, shall be deemed accepted by Subscriber as to condition and quantity, and the Subscriber shall be responsible for all merchandise thereafter. 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.

28. Warranty - Pavion Corp. and all its subsidiaries warrants the equipment to be free from manufacturing defects for a period of 90 days from installation or 90 days from the shipment of the equipment or components F.O.B. shipping point, whichever period expires first. 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 the first ninety days from the date of original 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.

29. SUBSCRIBER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON BY IT WITH RESPECT TO THE PURPOSE, QUALITY AND FUNCTION OF THE EQUIPMENT. THIS WARRANTY SHALL NOT APPLY TO THE EQUIPMENT OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, TAMPERING, ALTERATION, ABUSE OR MISUSE, OR IF DAMAGE TO THE EQUIPMENT HAS BEEN CAUSED BY ATTACHMENT THERETO OR USE IN CONNECTION THEREWITH OF PARTS, COMPONENTS AND/OR EQUIPMENT NOT SOLD BY PAVION CORP. AND ALL ITS SUBSIDIARIES IN NO EVENT WILL PAVION CORP. AND ALL ITS SUBSIDIARIES HAVE ANY OBLIGATIONS OR LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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30. Delivery - Pavion Corp. and all its subsidiaries shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space for materials, machinery breakdowns, delays of carriers or suppliers and governmental acts and regulations.

31. 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.

32. General - Pavion Corp. and all its subsidiaries shall not be liable for incidental consequential damages. This Agreement (1) constitutes the entire contract between Subscriber and Pavion Corp. and all its subsidiaries, and (2) supersedes all prior correspondences and communications between Subscriber and Pavion Corp. and all its subsidiaries, with respect to the equipment, including any parts or equipment furnished as a replacement. No representation or statement not expressed herein shall be binding on Pavion Corp. and all of its subsidiaries. THE FOREGOING TERMS AND CONDITIONS SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY ORDER SUBMITTED BY SUBSCRIBER WITH RESPECT TO THE EQUIPMENT. Subscriber's signature on this Agreement of acceptance of delivery shall constitute Subscriber's acceptance of these terms and conditions. This agreement may not be assigned without Pavion Corp's and all of its subsidiaries' prior written consent. All information with respect to the design, operation or other characteristics of the equipment furnished directly or indirectly by Pavion Corp. and all its subsidiaries (except such information as may be established to be in the public domain) shall be received and held by Subscriber in confidence, and Subscriber shall exercise reasonable care to prevent the improper use of such information.

33. 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.

34. 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.

35. 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.

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36. 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.

37. 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.

38. 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.

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

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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, 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.

46. 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 FORTH HEREIN, PAVION CORP. AND ALL ITS SUBSIDIARIES PROVIDES THE SERVICES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES. PAVION CORP. AND ALL ITS SUBSIDIARIES

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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.

47. 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.

48. Electronic Media; Personal Information; Consent to Call, Text or Email. 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.

49. 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.

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