



## MASTER INSPECTION, MAINTENANCE, AND REPAIR CONTRACT

This Master Inspection, Maintenance, and Repair Contract (together with the Proposal and all attachments, schedules, addenda, and other terms and conditions attached hereto or referenced herein, the "Agreement") is made as of the date of acceptance of the Proposal by Subscriber whose details are set forth on the Proposal and Pavion Corp., a Delaware corporation with its principal place of business at 4151 Lafayette Center Drive, Suite 700, Chantilly, Virginia 20151 (the "Contractor" and/or "Pavion Corp."). Pavion Corp. and Contractor refers to Pavion Corp. and its affiliates performing the work under this Agreement. Pavion Corp. and Subscriber may be referred to individually as a "Party" and collectively as the "Parties". This Agreement includes and incorporates the Proposal and the accompanying terms and conditions below. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to them in the Proposal.

1. At Subscriber's request, Contractor agrees to inspect, maintain, repair or service during the term of this Agreement in the premise(s) of Subscriber the system as specified in the Proposal.
2. **Term.** Unless otherwise specified in the Proposal, Subscriber agrees to be bound to the regular Contractor's then-current prevailing hourly service rates, as such rates may be amended from time to time during the five (5) year period following the execution date of this Agreement. It is agreed that all inspection, maintenance, and 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 which shall be a minimum of the equivalent of four (4) hours at the Contractor's then-current labor rates plus any differential due to overtime pay incurred by Contractor.
3. **Payment Terms.** Pavion Corp.'s 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. 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 without prior notice. In addition, any late payments may be subject to a 1.5% late fee per month, and up to 18% per year for any unpaid invoices.
4. Subscriber agrees to pay Contractor the sum in the Proposal (the "Annual Service Charge") or otherwise, 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. Following the expiration of the Initial Term, this Agreement shall automatically continue on a month-to-month basis at the then-current monthly rate (calculated as 1/12<sup>th</sup> of the annual rate), unless terminated by either Party within thirty (30) days written notice. 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 Contractor reserves the right to charge a 1.5% late fee for payments received past due date. Contractor shall have the right to increase the Annual Service Charge provided for herein at any time after the expiration of one (1) year to cover increases in costs, of furnishing the service provided for under this Agreement. Contractor's representative will, upon request, review the items of increased costs with the Subscriber.
5. 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 (10) 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 (75) 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 (25) percent.
6. **Taxes.** Any tax applicable to, based upon, or measured by the receipts from or amount paid for service rendered by Contractor hereunder, shall be paid by Subscriber as an addition to the respective amounts otherwise payable by Subscriber as herein provided. This includes without limitation, all sales taxes, use taxes, excise taxes and other taxes imposed by any governmental authority, regardless of whether such taxes are imposed on Contractor or Subscriber under applicable law. 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. If Subscriber claims tax-exempt status, valid exemption certificates must be provided and verified. Subscriber remains liable for all taxes if exemption certificates are invalid or inapplicable. All tax amounts shall be separately stated on invoices and paid when due. Subscriber's failure to pay applicable taxes shall constitute a material breach of this Agreement.
7. **Maintenance.** Pavion Corp. 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. makes no warranties which extend beyond the description contained in this Agreement. 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. 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.

8. This Agreement includes maintenance of wire and terminal connections, including connections to elevator recall systems, and includes annual cleaning of ionization smoke detectors once per year. Unless expressly stated otherwise, this Agreement excludes (a) the replacement cost of batteries, auxiliary back-up power supplies, printer toner, ink cartridges, printer paper, modems, and routers, and (b) conduit maintenance. Maintenance of any access control system is limited to controllers, card readers, and magnetic door locks. Other items, including access cards, shall be repaired or replaced on a time-and-materials basis. Maintenance also excludes DVR hard drives, VCR heads, tapes, DVDs, and NVRs.
9. **Limited Warranty.** Contractor warrants the equipment will be free from defects in workmanship and materials under normal use for a period of ninety (90) days from the earlier of: (i) installation or (ii) shipment of the equipment or components F.O.B. shipping point. Contractor agrees to furnish at no charge to Subscriber replacement part(s) for any portion of said system which proves to be defective in workmanship or material under normal use for ninety (90) days from the date of original installation. No charge will be assessed for labor to repair or replace said part for ninety (90) days from original installation date, after which time a standard service call charge will be assessed for the remainder of the term of this Agreement. The warranty period for equipment is for parts and labor for the first ninety (90) days. After the initial ninety (90) days and for the remainder of this Agreement, the warranty shall be for parts only per manufacturer's warranty. THE FOREGOING WARRANTY CONSTITUTES CONTRACTOR'S AND ITS AFFILIATES' ENTIRE WARRANTY AND SOLE LIABILITY WITH RESPECT TO THE SERVICES, SUBSCRIBER SOFTWARE, CONTRACTOR SOFTWARE, EQUIPMENT, AND MATERIALS OR OTHERWISE PROVIDED TO SUBSCRIBER UNDER THE AGREEMENT, AND IS IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, AND REMEDIES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED TO SUBSCRIBER UNDER THE AGREEMENT ARE PROVIDED TO SUBSCRIBER ON AN "AS IS", "WHERE IS", BASIS WITH AND SUBJECT TO ALL FAULTS AND CONTRACTOR DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT, OR MATERIALS PROVIDED TO SUBSCRIBER UNDER THE AGREEMENT WILL MEET ANY OF SUBSCRIBER'S REQUIREMENTS OR THAT USE OF SUCH WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. 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.
10. NEITHER CONTRACTOR, PAVION CORP. 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 SUBSCRIBER'S OR ANY USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA NETWORK OR OTHER PROPRIETARY MATERIAL DUE TO USE OF THE SERVICES, OWNER'S WEBSITE OR THE SERVICE OR ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE OR THE SERVICE. NEITHER PAVION CORP. 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. NOR OWNER NOR ANYONE ASSOCIATED WITH EITHER OF THEM REPRESENTS OR WARRANTS THAT THE SERVICES 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 SUBSCRIBER OR ANY USER.
11. Subscriber warrants that there are no outstanding defects or violations with the system to be maintained. To the extent Contractor discovers any defects or violations with system which existed prior to the commencement date hereunder, Subscriber agrees to pay Contractor to correct such defects or violations on a time and material basis, at Contractor's then current rates, in addition to the regular maintenance charges provided herein.
12. 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.
13. 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 protected hazards 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.
14. 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.
15. 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.
16. 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
17. **Acceptance.** This Agreement shall be deemed accepted by Pavion Corp. upon Pavion Corp.'s commencement of performance under this Agreement; provided, however, that Pavion Corp. may review Subscriber's creditworthiness and, if Subscriber's credit report is not satisfactory to Pavion Corp., Pavion Corp. may require reasonable assurances of payment, including advance payment or other mutually acceptable security. The dollar amounts stated herein remain subject to correction for any mathematical error or deviation from Pavion Corp.'s 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.

18. 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.
19. Subscriber acknowledges 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.
20. **Title.** Subscriber hereby grants Pavion Corp. a purchase money security interest in the equipment sold hereunder in accordance with the Uniform Commercial Code. Pavion Corp. may, at any time, file a copy of this Agreement or a financing statement (which Subscriber agrees to execute upon Pavion Corp.'s request) with appropriate authorities as a financing statement in order to perfect Pavion Corp.'s security interest. Any such filing shall not constitute acceptance of this Agreement by Pavion Corp. 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 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. **No Prior Knowledge of Premises.** Subscriber acknowledges that Pavion Corp. 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. of such hidden objects, failing which Pavion Corp. 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/or its agents, servants, employees, suppliers, or subcontractors.
27. **Delivery; Risk of Loss.** Pavion Corp. shall not be liable for delay or failure to perform its obligations or to deliver or for delays in delivery occasioned

in whole or in part by causes beyond its control, whether or not reasonably foreseeable, 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. 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 a fixture or realty, whether affixed to the premises or not.

28. **Insurance; Waiver of Subrogation.** Subscriber shall maintain appropriate coverages during the term of this Agreement. Contractor shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Contractor shall maintain such insurance policies and coverage amounts as are reasonable and customary in the industry and will provide verification of such coverage upon request from Subscriber. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against Contractor or Contractor's subcontractors arising out of this agreement or the relation of the parties hereto.
29. **Force Majeure.** Pavion Corp. 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 Pavion Corp. will not be required to supply service while such delay or interruption shall continue.
30. **Remote Access and Data Transfer.** Subscriber expressly authorizes Contractor and its designated third-party service providers to remotely access Subscriber's systems, networks, equipment, devices, and related interfaces as reasonably necessary to provide technical support, inspection, maintenance, troubleshooting, monitoring, and related services under this Agreement, including installation of software on Subscriber's systems that may transfer data to Contractor limited to system status updates and information, and shall obtain any third-party consents for such access and installation (as applicable). Subscriber shall defend, indemnify, and hold them harmless from any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from such authorized remote access, except to the extent finally determined to have been caused by Contractor's sole gross negligence or willful misconduct.
31. **Third-Party Products.** To the extent that products or services described in the Proposal include third-party manufacturers, service providers, software, hardware, or components ("Third-Party Products"), Subscriber acknowledges and agrees that use of such Third-Party Products shall be subject to the applicable third-party terms and conditions, terms of use, policies, and licensing requirements ("Third-Party Terms"). Contractor shall provide Subscriber with copies of all applicable Third-Party Terms upon request, and Subscriber agrees to comply with all such Third-Party Terms as a condition of receiving the products or services. Subscriber shall be directly bound by and responsible for compliance with all Third-Party Terms and shall indemnify, defend, and hold harmless Contractor from any claims, damages, or liabilities arising from Subscriber's violation of Third-Party Terms or use of Third-Party Products. Contractor makes no representations, warranties, or guarantees regarding Third-Party Products and disclaims all liability for third-party product performance, availability, or compliance. Contractor may immediately terminate or suspend services if Subscriber violates Third-Party Terms, and Subscriber acknowledges that changes to Third-Party Terms may require modification of this Agreement or termination of affected services at Contractor's sole discretion.
32. **LIMITATION OF LIABILITY.** 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 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. 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 SUBSIDIARIES WHO RECEIVE SERVICE THROUGH THE CONNECTION INVOLVED THEREIN, A CLAUSE PROTECTING CONTRACTOR FROM ANY LIABILITY, COST AND EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES IN DEFENDING ANY CLAIM MADE AGAINST CONTRACTOR, BEYOND THAT SET FORTH IN THIS PARAGRAPH.
33. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
34. SUBSCRIBER IS HEREBY GIVEN AN ABSOLUTE AND UNEQUIVOCAL OPTION TO REQUIRE 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 PARAGRAPH 32 ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER, THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER.

35. 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.
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. **Assignment.** 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. Contractor shall have the unrestricted right to assign without notice to or consent by Subscriber, to transfer, delegate or subcontract this contract, to any successor entity or third party, and shall be relieved of any obligations created herein upon such assignment.
38. Subscriber does hereby for itself and any other parties claiming under it, 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.
39. **Indemnification.** 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. 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.
40. SUBSCRIBER IRREVOCABLY AND UNCONDITIONALLY WAIVES (I) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, AND (II) ANY RIGHT TO ASSERT ANY COUNTERCLAIM, IN RESPECT OF (FOR CLARITY, EACH OF (I) AND (II)) ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
41. **Governing Law; Arbitration.** This Agreement will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles therein. Any dispute, whether contractual or otherwise, arising out of or in connection with this Agreement or these dispute resolution procedures, including without limitation their existence, validity, applicability or termination, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The number of arbitrators shall be one. The seat, or legal place or arbitration shall be Wilmington, Delaware. The language to be used in the arbitral proceedings shall be English. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.
42. **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 stop work until it determines that it is safe to resume or 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.
43. **Additional Systems or Equipment Disclaimer.** The Subscriber acknowledges Pavion Corp. has 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 and protection.
44. **Non-Solicitation.** To the extent not prohibited by California Business and Professions Code Section 16600, Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Pavion Corp. and all its subsidiaries, assigned by Pavion Corp. 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 (2) years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, Pavion Corp. shall recover from Subscriber an amount equal to such employee's salary based on the average three (3) months preceding employee's termination of employment with Pavion Corp., times twelve (12), together with Pavion Corp.'s counsel and expert witness fees.
45. **Weapons Detection.** If Pavion Corp. provides Weapons Detection Systems or Services, such Systems and Services are further governed by the Weapons Detection Addendum available at <https://www.pavion.com/legal> which is incorporated herein by reference in its entirety and shall control in the event of a conflict with this Agreement. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as defined in the Weapons Detection Addendum.



46. **Information Security and Data Processing.** If Pavion Corp. provides systems or Services that involve or relate to information security requirement, the processing of personal data, or access to Subscriber's data, networks, systems, or environments, such systems and Services are further governed by the Information Security Addendum and the Data Processing Addendum available at <https://www.pavion.com/legal>, each of which is incorporated by reference in its entirety. The Information Security Addendum and Data Processing Addendum shall each apply to the extent relevant to the applicable Systems or Services and shall control in the event of a conflict with this Agreement. "Personal Data" shall have the meaning set forth in the Data Processing Addendum.
47. **Biometric Technology and Data.** Subscriber and Subscriber's end users, if any, owns and controls any biometric data, including but not limited to fingerprints, retina scans, and facial recognition, and is responsible for satisfying all applicable compliance obligations with data laws and following relevant data laws to the extent such laws apply to Subscriber and Subscriber's end users use of the technology and/or biometric data.
48. **Tariffs.** Contractor reserves the right, and the Subscriber agrees, for Subscriber to pay potential price increases if the Contractor's cost(s) increases. Contractor agrees it will not charge more than a 15% price increase after the Agreement is executed. In regard to tariffs, Contractor reserves the right and the Subscriber agrees to an increase due to the tariffs being imposed.
49. **Miscellaneous.** This Agreement (1) constitutes the entire contract between Subscriber and Pavion Corp., and (2) supersedes all prior correspondences and communications between Subscriber and Pavion Corp., 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 regardless of any variance in 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. If any term, covenant, condition, or provision of this Agreement 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. The Subscriber agrees that there are no third-party beneficiaries of this Agreement. All information with respect to the design, operation or other characteristics of the equipment furnished directly or indirectly by Pavion Corp. its subsidiaries or agents (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. Nothing in this Agreement nor any Addendum hereto shall be construed to create any partnership, association, joint venture or employment between the parties. Contractor is, and shall remain, an independent contractor. No modification, amendment, or waiver of this Agreement shall be effective unless set forth in a written instrument executed by both parties.

**PROPOSITION 65 WARNING:** Equipment and packaging may contain components containing chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

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