



MASTER MANAGED IT SERVICES CONTRACT

This Master Managed IT Services Contract (together with the Proposal and all attachments, schedules, addenda, and any 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. Contractor shall provide, or cause to be provided to Subscriber, the goods and services set forth in the Proposal (the "Services"), which is incorporated by reference in the manner and with the consultants as Contractor deems appropriate. In the event further goods or services are requested or required by Subscriber, any such additional work shall be documented in an Addendum hereto, which will then be incorporated herein and made a part of this Agreement.
2. **Payment Terms.** Subscriber agrees that 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 Managed IT Services Agreement. 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 Services in the Proposal 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 per month, and up to 18% per year for any unpaid invoices. Subscriber shall pay including without limitation, all appropriate state, local, or federal sales, use taxes, income taxes, excise taxes, or other taxes and fees incurred on labor and materials connected with the Services, excluding any taxes on the Contractor's net income. This obligation applies regardless of whether such taxes are imposed on Contractor or Subscriber under applicable law. If Subscriber claims tax-exempt status, valid exemption certificates must be provided prior to service commencement and verified by contractor. Subscriber shall be liable for any taxes, penalties, or interest assessed if exemption certificates are invalid, expire or become 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.
3. **Term.** The term of this Agreement shall be perpetual, and the timelines and schedules with respect to the Services performed hereunder shall be as set forth in the Proposal.
4. **Lost Time.** Contractor shall use reasonable efforts to make timely deliveries under this Agreement, however, given the complexities of the Services and Contractor's reliance on Subscriber's performance and assistance, delivery dates cannot be guaranteed. Both parties shall cooperate in good faith to avoid events within each other's respective control that would result in Contractor being delayed in performing the Services, despite Contractor being willing and able to perform the Services in a timely fashion. Any such events, the avoidance of which was within the Subscriber's control, shall be lost time events (e.g. unreasonable delays in third party hardware or software needed to perform the Services where Subscriber has required such third-party hardware or software to be used). Contractor shall immediately notify Subscriber of any potential lost time event and a reasonable estimate of the corresponding delay. Contractor's failure to meet its commitments as the result of a lost time event shall not constitute a breach of this Agreement.
5. **Security.** Contractor will maintain safety, electronic and physical security procedures, and shall cause all interfaces between any services used in providing the Services and the internet to include firewalls or other online security infrastructure, in order to reasonably guard against accidental, unauthorized or unlawful access, destruction, use, alteration, modification, disclosure or loss of Data. Such procedures shall be commensurate with industry standards. Notwithstanding the provisions of this Agreement, Contractor shall have the right, in the event of a reasonable detection or perceived detection of suspicious activity or other security issues whatsoever, to temporarily suspend access to any of the Services by Subscriber and promptly notify Subscriber of such suspension. During any such suspension, Contractor will use commercially reasonable efforts to ensure the integrity of all Subscriber information.
6. **Delay; Interruption in Service:** Contractor shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, delay or interruption in the provision of the Services or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including Contractor's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period.
7. **Subscriber's Care of Equipment:** Subscriber agrees not to tamper with, remove or otherwise interfere with the system, equipment or any other supplies or programs provided in connection with the Services. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by Contractor without additional charge. Obsolete components are not included in this contract and will be repaired or replaced at Subscriber's expense.
8. **Subcontractors.** Contractor has the right to subcontract the performance of the Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve Contractor of its obligations hereunder.
9. **Limited Warranty.** Contractor warrants that all of the Services will be performed in a good, workmanlike manner and in accordance with the then-current standards of the information technology industry. Contractor warrants that the Contractor Software will be originally developed by Contractor and will not infringe upon or constitute a misappropriation of any United States patent, copyright, trade secret, trademark or other intellectual property rights of any third party. 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. **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.
12. **Ownership.** All machine readable and printed material, including, but not limited to, all software programs, source code, object code, system specifications, all documentation, abstracts and summaries thereof including derivatives thereof, which uniquely addresses the issues related to Subscriber's business practices and which is provided by Contractor to Subscriber shall belong to Subscriber (the "Subscriber Software"). All other machine readable and printed material, including, but not limited to, all software programs, source code, object code, system specifications, all documentation, abstracts and summaries developed in connection with the Services shall, upon payment in full, shall be licensed to the Subscriber on a royalty free, world-wide, non-exclusive basis to use and copy, but not distribute and shall remain the sole and exclusive property of Contractor (the "Contractor Software").
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **LIMITATION OF LIABILITY.** NOTWITHSTANDING THE ABOVE, CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT AND SHALL HAVE NO LIABILITY TO SUBSCRIBER, NOR REQUIREMENT TO INDEMNIFY SUBSCRIBER, FOR SUCH OCCURRENCES. SUBSCRIBER AGREES THAT CONTRACTOR SHALL NOT BE LIABLE FOR ANY OF SUBSCRIBER'S LOSSES OR DAMAGES, IRRESPECTIVE OF ORIGIN, TO PERSON OR PROPERTY, WHETHER DIRECTLY OR INDIRECTLY CAUSED BY PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT, OTHER THAN MAY ARISE OUT OF OR BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS OR

EMPLOYEES. SUBSCRIBER DOES HEREBY WAIVE AND RELEASE ANY RIGHTS OF RECOVERY AGAINST CONTRACTOR THAT IT MAY HAVE HEREUNDER. IT IS AGREED THAT IT IS IMPRACTICAL AND IMPOSSIBLE TO FIX ACTUAL DAMAGES WHICH MAY ARISE FROM SITUATIONS WHERE THERE MAY BE A FAILURE OF SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT. DUE TO THE INABILITY OF CONTRACTOR TO ESTABLISH A CAUSAL CONNECTION BETWEEN SYSTEMS OR SERVICE PROBLEMS AND SUBSCRIBER'S POSSIBLE LOSS, IT IS FURTHER AGREED THAT IF CONTRACTOR SHOULD BECOME LIABLE FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE TO A FAILURE OF SYSTEMS OR SERVICES IN ANY RESPECT, ITS TOTAL LIABILITY TO SUBSCRIBER SHALL BE LIMITED TO (I) THE GREATER OF \$1,000.00 OR SIX (6) MONTHS' SERVICE CHARGES WITH RESPECT TO RECURRENT MONTHLY SERVICES OF ANY KIND OR NATURE OR (II) THE AMOUNT PAID BY SUBSCRIBER TO CONTRACTOR WITH RESPECT TO ANY INSTALLATION SERVICES, BOTH OF WHICH THE SUBSCRIBER AGREES IS REASONABLE. THE PAYMENT OF THIS AMOUNT SHALL BE CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF THE AMOUNT OF LOSS OR DAMAGE INCURRED BY THE SUBSCRIBER. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST CONTRACTOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR.

19. 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.
20. **Assignment.** Subscriber shall not be permitted to assign this agreement without written consent of Contractor. Any such assignment without Contractor's prior approval shall be deemed a breach of this agreement. 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.
21. **Confidentiality.** The parties agree that any information learned or obtained in connection with the Services shall be treated as confidential and shall not be disclosed to any person unless required by law or an order of a court of competent jurisdiction and used solely in connection with performing the parties respective obligations under this Agreement.
22. **Not an Insurer.** 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 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.
23. **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.
24. 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.
25. **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.
26. **Mold, Obstacles and Hazardous Conditions.** Subscriber shall notify Contractor in writing of any undisclosed, concealed or hidden conditions in any are 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.
27. **Additional Systems or Equipment Disclaimer.** Subscriber may be advised of other additional services and procedures depending on the specific equipment involved. These additional services may reduce the risk of cyber vulnerabilities for the equipment being installed. Contractor cannot guarantee the security of the equipment it installs or of Subscriber's IT environment, and no networked system can be completely secure. Additional services are intended to address specified potential cyber vulnerabilities of certain equipment Contractor has installed, and do not address any other aspect of Subscriber's IT environment or practices, which remain Subscriber's responsibility. If Subscriber declines these services, Subscriber acknowledges that Subscriber is solely responsible for performing these services.
28. Contractor never guarantees system approval by the local governing authority. Subscriber agrees that Contractor's duty is limited to requesting an inspection by the local governing authority and only if the Proposal expressly requires Contractor to request an inspection.

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. 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.
30. **Cancellation and Returned Equipment.** Orders may be canceled only with Pavion Corp.'s written consent upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized in writing by Pavion Corp., and Subscriber will be charged, for placing returned goods in saleable condition, any sales expenses then incurred by Pavion Corp. plus a restocking charge and any outgoing and incoming transportation costs which Pavion Corp. pays.
31. **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., in addition to other remedies, may repossess the equipment without notice; and Subscriber grants to Pavion Corp. all rights to enter job site which Subscriber may have in order to enable Pavion Corp. to affect such repossession; and (2) Subscriber agrees to pay Pavion Corp.'s costs and expenses of collection and/or repossession, including the maximum attorney's fee permitted by law.
32. **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., 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. counsel and expert witness fees.
33. **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.
34. **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.
35. **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.
36. **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 regards to tariffs, Contractor reserves the right and the Subscriber agrees to an increase due to the tariffs being imposed.
37. **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 or 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 Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. 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. 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.

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

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.