



WEAPONS DETECTION ADDENDUM

This Weapons Detection Addendum (“Addendum”) forms part of the agreement that references and incorporates this Addendum (“Agreement”) entered into between the Pavion Corp. or its affiliates (“Pavion”) and the Subscriber specified in the Agreement (“Subscriber”). Notwithstanding any terms contained in the Agreement to the contrary, in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall supersede and prevail.

1. Definitions.

“Affiliates” mean an entity, which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity. For purposes of this definition, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of the entity.

“Applicable Law” means any and all federal, state, local or other law, regulation, rule, code or ordinance and all other applicable judicial administrative judgments, orders, or decrees to which Pavion, Subscriber or the Systems or Services are subject.

“Pavion Related Parties” mean Pavion’s Affiliates and Pavion’s and its Affiliates’ direct and indirect equity holders, agents, representatives, suppliers, third party product manufacturers or providers, service providers, vendors, contractors and subcontractors, and the assignees of all of the foregoing.

“Services” mean, individually and collectively, the services provided or made available by Pavion or any Pavion Related Party that are designed (in whole or in part) to detect weapons or reduce the risk of people bringing weapons into a premises, along with any related services ordered by Subscriber.

“Systems” means, individually and collectively, the goods, products, systems, or technologies (or any component thereof) provided or made available by Pavion or any Pavion Related Party that are designed (in whole or in part) to detect weapons or reduce the risk of people bringing weapons into a premises.

2. Third-Party Products.

2.1 The Systems delivered under this Addendum are manufactured, licensed, or otherwise provided by a third-party provider. Subscriber shall be bound by any applicable terms and conditions from the third-party provider as well as the third-party provider’s published manuals, operating documents, instructions and/or other written documentation (collectively, “Documentation”) regarding the use, operation, and maintenance of the Systems made generally available to Subscriber, including any applicable terms for Subscriber’s right to use the Systems or any end user licenses. **PAVION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THIRD-PARTY SYSTEMS SOLD TO SUBSCRIBER.**

2.2 If Subscriber uses any cloud or other third-party services in conjunction with the Systems, Subscriber is responsible for complying with the terms and conditions and privacy policies of such services, and all such use is at Subscriber’s risk. Unless otherwise expressly agreed, Pavion does not provide support or guarantee ongoing integration support for the Systems and any cloud services.

3. Indemnification and insurance.

3.1 To the maximum extent permitted by law, Subscriber shall indemnify, defend and hold harmless Pavion and all Pavion Related Parties (each, an “Indemnified Party”) from and against any and all suits, lawsuits, claims, demands, actions, causes of action, proceedings, investigations, subpoenas (all of the foregoing, “Indemnifiable Matters”), which may be asserted against or incurred by an Indemnified Party by or due to any person or entity (whether or not a party to the Agreement), including, without limitation, Subscriber’s insurance or bonding company, for all liabilities, damages, losses, judgments, costs, awards, fines, fees, penalties and expenses, including attorneys’ fees in connection with all Indemnifiable Matters, including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal (individually and collectively, “Liabilities”) based upon, arising out of or relating to the Systems or Services. Indemnifiable Matters shall be indemnifiable whether due to the sole, joint or several negligence (including gross negligence) of an Indemnified Party, breach of contract, breach of warranty, express or implied, product liability (including strict liability) and/or any claim for contribution or indemnification, and whether in contract, tort, equity or otherwise. Notwithstanding the foregoing, Subscriber and Pavion agree that Liabilities suffered by a third party (other than an Affiliate of Pavion) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Subscriber’s indemnification, hold harmless and defense obligations herein, and Pavion’s indemnification, defense, and hold harmless obligations (if any) under the Agreement do not apply whatsoever.

3.2 Subscriber shall be solely responsible for obtaining the insurance that Subscriber desires to cover (a) any risk or loss that may arise from or relate to the use of the Systems or Services by Subscriber and (b) personal injury, including death, and real or personal property loss or damage in, about, on, or to the Subscriber premises where the Systems or Services are provided. **SUBSCRIBER ON SUBSCRIBER’S BEHALF AND ON BEHALF OF ANY INSURANCE CARRIER WAIVES ALL RIGHTS OF SUBROGATION THAT SUBSCRIBER’S INSURANCE CARRIER MAY OTHERWISE HAVE AGAINST PAVION AND ALL PAVION RELATED PARTIES ARISING OUT OF THIS ADDENDUM, THE RELATION OF THE PARTIES HERETO OR ANY INDEMNIFIABLE MATTER.**

4. Disclaimers.

Subscriber acknowledges and agrees that:

- 4.1** Neither Pavion nor any Pavion Related Party is an insurer and the prices Pavion charges for the Systems or Services reflect the value of the Systems or Services Pavion provides Subscriber and not the value of the Subscriber premises where the Systems or Services are provided, its contents or any losses associated with personal injury or death.
- 4.2** **THE SERVICES AND SYSTEMS ARE PROVIDED BY PAVION AND ANY PAVION RELATED PARTY “AS IS” AND WITHOUT ANY GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
- 4.3** **THE SERVICES AND SYSTEMS ARE DESIGNED TO HELP DETECT, BUT NOT ELIMINATE OR REDUCE, CERTAIN RISKS OF LOSS AND THE AMOUNTS BEING CHARGED BY PAVION ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR, OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR.**
- 4.4** **THE SERVICES AND SYSTEMS WILL NOT PREVENT WEAPONS FROM ENTERING THE SUBSCRIBER PREMISES.**
- 4.5** The product manufacturer may make statements or provide written data, marketing, or other generally available information to Pavion with respect to the Services and Systems, and Pavion may forward that information to Subscriber. **PAVION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE STATEMENTS, DATA OR INFORMATION PROVIDED BY THE PRODUCT MANUFACTURER.** Subscriber understands that statements, data, marketing, and information provided by the product manufacturer may not have been verified by Pavion and shall be used, if at all, at the sole discretion of Subscriber.
- 4.6** Subscriber has the obligation to provide the appropriate training and education to ensure its employees have the knowledge and skills on the use and operation of the Systems in accordance with their Documentation. The Systems are not automated, and their functionality is dependent on proper training to detect the targeted objects through Subscriber's employees or contractors. Subscriber has the obligation to provide, pay for and implement any recommended manufacturer updates to software that impacts the functionality of the Systems. Subscriber has the obligation to ensure the Systems are properly serviced and maintained, and failure to do so may adversely affect the safety and effectiveness of the Systems.
- 4.7** Without limiting the generality of the foregoing disclaimers, Pavion cannot control how the Systems or Services are used, and accordingly, **PAVION AND THE PRODUCT MANUFACTURER DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SERVICES OR SYSTEMS WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF APPLICABLE LAW OR THAT USE OF THE SYSTEMS OR SERVICES WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR USING THE SERVICES AND SYSTEMS IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PERSONS.**
- 4.8** Further, regardless of any prior statements, representations, or course of dealings, of or with Pavion or any Pavion Related Parties, **PAVION AND THE PAVION RELATED PARTIES DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SERVICES OR SYSTEMS OR THEIR USE WILL: (A) RESULT IN (I) THE PREVENTION OF CRIME, TERRORISM, OR HOSTILE ENEMY ACTION, (II) APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, (III) MILITARY PROSECUTION OF ANY ENEMY FORCE, (IV) DETECTION OR NEUTRALIZATION OF ANY CRIMINAL, COMBATANT OR THREAT, (V) THE PREVENTION OF ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; (B) NOT BE COMPROMISED OR CIRCUMVENTED; OR (C) REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS.**
- 4.9** Pavion expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Subscriber or any other person as a result of or in reliance on, in whole or in part, the Services or Systems, or for any consequences or outcomes, including any death, injury, or loss or damage to any real or personal property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Subscriber to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. **SUBSCRIBER EXPRESSLY ASSUMES ALL RISKS AND LIABILITY ASSOCIATED WITH ANY AND ALL ACTION, REACTION, RESPONSE, AND DISPATCH DECISIONS, AND FOR ALL CONSEQUENCES AND OUTCOMES ARISING FROM OR CAUSED BY ANY DECISIONS MADE OR NOT MADE BY SUBSCRIBER IN RELIANCE, IN WHOLE OR IN PART, ON THE SERVICES OR SYSTEMS, INCLUDING ANY DEATH, INJURY, OR LOSS OR DAMAGE TO ANY REAL OR PERSONAL PROPERTY.**

5. Limitation of liability.

Please read this Section carefully. It limits Pavion's and the Pavion-Related Parties' potential liability to Subscriber.

- 5.1** Should there arise any Liability on the part of Pavion or any Pavion Related Parties for any reason, including without limitation personal injury, including death, or real or personal property loss or damage, in connection with the Systems or Services, or any related devices or equipment, the dispatch of individuals or agencies to the Subscriber premises where the Systems or Services are provided, the failure or faulty operation of the Services, the Systems, any related devices or equipment, any platform related to the Systems or Services or the active or passive negligence (including gross negligence) of Pavion or Pavion Related Parties including, without limitation, acts, errors, or omissions that occur before, contemporaneously with, or after the effective date of this Addendum, any claim(s) brought in product or strict liability, breach of warranty (express or implied), breach of contract (express or implied) or any claim for contribution or indemnification, whether in contract, tort, or equity, or for, without limitation, any general, direct, special, incidental, exemplary, punitive and/or consequential damages, irrespective of cause, Pavion's and each Pavion Related Party's liability shall be limited to the greater of USD \$500.00 or the total amount that Subscriber paid Pavion for the Systems or Services during the 12 month period immediately preceding the date of the incident giving rise to the Liability, and this limitation of liability shall be inclusive of all such Liabilities in the aggregate. This [Section 5.1](#) sets forth Subscriber's sole and exclusive remedy under this Addendum.
- 5.2** Neither Pavion nor any Pavion Related Party is or will be liable for any loss, injury or damage that may occur including, without limitation, any data corruption, data misappropriation, or inability to retrieve data or personal injury or property loss or damage that Subscriber or others sustain as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, criminal act, act of violence or terrorism, or any other cause whatsoever, even if due to (i) the negligence of Pavion or a Pavion Related Party, (ii) the improper performance of and/or failure to perform the Systems or

Services, (iii) breach of the Agreement or this Addendum, or (iv) breach of warranty, express or implied (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose). **UNDER NO CIRCUMSTANCES WILL PAVION OR ANY PAVION-RELATED PARTIES BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY CLAIMS FOR LOST PROFITS, LOST OR DAMAGED PROPERTY, LOSS OF USE OF PROPERTY OR THE SUBSCRIBER PREMISES WHERE THE SYSTEMS OR SERVICES ARE PROVIDED, OR GOVERNMENT FINES AND CHARGES, ARISING OUT OF OR RELATED TO THE SERVICES OR SYSTEMS, WHETHER UNDER A THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

6. **Export/re-export restrictions.** Subscriber agrees to comply with all export and re-export restrictions and regulations imposed by the governments of the United States, Canada and/or the country within which the System is shipped by Pavion to Subscriber.
7. **Conflict.** If any term or condition of this Addendum conflicts with or is inconsistent with any term or condition of the Agreement or any other documentation, including a Subscriber purchase order, that is not set forth in this Addendum, then the term or condition of this Addendum shall supersede and prevail.
8. **Flow through provision.** If Subscriber is not the end user of the Systems or Services, Subscriber shall incorporate the terms of this Addendum into its agreement with the end user. Subscriber represents, warrants, and covenants to Pavion that its agreement with the end user incorporates this Addendum. Regardless of whether Subscriber incorporated this Addendum in its agreement with the end user, Subscriber's obligations under this Addendum remain unchanged.
9. **Miscellaneous.** This Addendum amends and/or supplements the Agreement. Otherwise, this Addendum is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, related to the subject matter and not incorporated in this Addendum are superseded. Terms naturally surviving beyond expiration or termination, and necessary for proper enforcement of this Addendum, shall remain enforceable.