ASSIGNMENT AND ASSUMPTION OF MASTER AGREEMENT (Agreement Number LPA-68302)

This Assignment and Assumption of Master Agreement (**"Assignment"**) is made and entered into as of July 19, 2024 (**"Effective Date"**), by and between the Judicial Council of California (**"Judicial Council"**), Netronix Integration, Inc., a California corporation (**"Netronix"**), and Pavion Corp., a Delaware corporation (**"Pavion"**). The Judicial Council, Netronix Integration, Inc., and Pavion Corp. may be individually referred to as a **"Party"** and collectively referred to as the **"Parties."**

RECITALS

A. The Judicial Council and Netronix entered into that certain Master Agreement, dated July 1, 2021 (**"Master Agreement"**), pursuant to which Netronix, as the Contractor, is to provide video surveillance, access control, detention control systems and maintenance services at Judicial Branch Entity locations, as more fully described and set forth therein (**"Services"**). The Judicial Council and Netronix entered into Amendment 01 to the Master Agreement, effective June 29, 2024, (**"Amendment 01")**. The Master Agreement and Amendment 01 are collectively referred to herein as the "**Agreement"**. The terms and conditions of the Agreement are hereby incorporated herein by this reference.

B. Netronix desires to assign, transfer, convey, and delegate to Pavion all of Netronix's right, title, and interest in, to, and under the Agreement; and Pavion desires to accept said assignment from Netronix, and to assume all of Netronix's duties, responsibilities, and obligations for the performance of the Services as Contractor under the Agreement.

C. Pavion submitted documentary evidence of its Certificate of Status with the State of California and all required license and insurance requirements in accordance with the Agreement.

D. In accordance with section 10.4 (*Assignment and Subcontracting*) of Exhibit 5 to the Agreement, the Judicial Council is willing to consent to Netronix's assignment to Pavion, and Pavion's assumption, of the performance of the Services as Contractor under the Agreement, as set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct and are hereby incorporated into this Assignment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Agreement.

2. Assignment by Netronix. Netronix hereby fully and forever assigns, transfers, conveys, and delegates to Pavion, to the fullest extent assignable and permitted by law, all right, title, and interest of Netronix in, to, and under the Agreement.

3. Acceptance and Assumption by Pavion. Pavion hereby accepts Netronix's assignment of, and assumes and agrees to perform, all duties, responsibilities, and obligations of Netronix arising under the Agreement. The Parties acknowledge and agree that, as of the Effective Date of this Assignment, Pavion shall be deemed to be the Contractor under the Agreement for all purposes, and Pavion shall comply with all terms and perform all conditions of the Agreement as if Pavion were an original party thereto.

4. Notices to Pavion. Any notices required or permitted to be given to Pavion under the terms of this Assignment or the Agreement shall be directed as follows or to such other place as Pavion may designate by subsequent written notice:

Pavion Corp.
Attention: Brandon Bravo, Operations Manager
4151 Layfayette Ctr Dr #700
Chantilly, VA 20151
Voice: (714) 860-9135
E-mail: bbravo@netronixint.com

5. Indemnification. Notwithstanding the foregoing, as of the Effective Date of this Assignment, Netronix agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless the Judicial Council of California and its respective officers, judicial officers, agents, contractors, representatives, volunteers, and employees, in both individual and official capacities (**"State Indemnitees"**), against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to Pavion's duties, responsibilities, and obligations under the Agreement or its performance of the Services (collectively, **"Claims"**), except to the extent caused by the negligence or willful misconduct of the State Indemnitees; provided, however, that the Judicial Council shall first or jointly look to Pavion to satisfy any such Claims. Netronix's defense and indemnification obligations hereunder shall survive the expiration or any earlier termination of the Agreement until all Claims involving any of the indemnified matters against the State Indemnitees are either concluded or fully, finally, and absolutely barred by the applicable statutes of limitations.

6. Entire Agreement; Severability. This Assignment contains the entire and complete agreement of the Parties with respect to the subject matter of this Assignment and supersedes all other previous or concurrent understandings, arrangements, or agreements, oral or written, except for the Agreement. No promises, representations, warranties, or inducements of any kind exist between the Judicial Council and Netronix or Pavion except as expressly set forth in this Assignment and the Agreement. The invalidity of any provision in this Assignment as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

7. No Further Modifications. Except as specifically modified herein this Assignment, the Agreement remains unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Agreement and this Assignment, the provisions of this Assignment shall govern and control.

8. Amendment. No addition to or modification of the terms of this Assignment shall be valid unless made in writing, which is formally approved and signed by each of the Parties to this Assignment.

9. Authority. The Judicial Council, Netronix, and Pavion each certifies and warrants that it is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Assignment; and each further certifies and warrants that the individual signing this Assignment on its behalf has been duly authorized to execute and deliver this Assignment on behalf of the Party and may legally bind the Party to the terms and conditions of this Assignment.

10. Governing Law. This Assignment is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions. Any action brought by the Parties regarding this Assignment or the Agreement, the enforcement of the terms of either, or any dispute relating thereto shall be filed in the Superior Court of California.

11. Counterparts and Electronic Execution. This Assignment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Assignment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assignment, with such scanned and electronic signatures having the same legal effect as original signatures.

12. This Assignment shall act to amend the Agreement. The amendment number that will apply to the Agreement is Amendment 02.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the dates written below.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: Michele A. Ellison Digitally signed by Michele A. Ellison Date: 2024.08.14 09:53:52 -07'00'

Name: Michele Ellison

Title: Attorney

Date: 8/14/2024

JUDICIAL COUNCIL OF CALIFORNIA

By: Alice Lee Digitally signed by Alice Lee Date: 2024.08.14 10:09:06 -07'00'

Name: Alice Lee

Title: Supervisor, Facilities Contracts

Date: 08/14/2024

Netronix Integration, Inc., a California corporation

By: Brandon Bravo Digitally signed by Brandon Bravo Date: 2024.08.13 12:17:45 -07'00'

Name: Brandon Bravo

Title: General Manager

Date: 8/13/2024

Pavion Corp., a Delaware corporation

By: Brandon Bravo Digitally signed by Brandon Bravo Date: 2024.08.13 12:17:54 -07'00'

Name: Brandon Bravo

Title: General Manager

Date: 8/13/2024