

ASC AGREEMENT

This ASC Agreement (“**Agreement**”) is made and entered into by and between Administrator and Authorized Service Center (“**ASC**”) as identified in the signature block and shall be deemed effective as of the date executed by Administrator (“**Effective Date**”).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. **Scope of Work (“SOW”).** During the term and as mutually agreed to in writing, ASC shall provide certain Services (as defined in the SOW) to Administrator. Any Service shall be evidenced by one or more written scopes of work and shall be attached as individual Exhibits (each, an “**SOW**”).
 2. **Confidential Information.** By reason of the business relationship created by the Agreement, ASC shall have access to certain information and materials concerning Administrator’s business plans, agents, consumers, technology, pricing and products that are confidential and of substantial value to Administrator (“**Confidential Information**”), which value would be impaired if such information were disclosed to third parties. Except as otherwise provided, ASC shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by Administrator, or accessible to ASC pursuant to this Agreement. Disclosure of Confidential Information by ASC to a third party shall not be permitted during the Term of this Agreement or for three (3) years following termination of this Agreement. Confidential Information shall not include such information that is in the public domain at the time of its disclosure to ASC or becomes available in the public domain through no fault of ASC.
 3. **Consumer Data Protection & Privacy.** The parties shall be permitted to solicit data or information from consumers, to the extent such data or information is reasonably necessary to perform the Service, or ongoing administration by Administrator.
 - 3.1. **Non-Public Information.** The parties may receive or be given access to information, which may include nonpublic personal information (“**NPI**”) as such is defined in applicable state and federal privacy and data security laws and regulations (“**Privacy & Data Laws**”) relating to each party’s respective employees, consumers, insureds or claimants.
 - 3.2. **Prohibited Usage.** Neither party shall share nor otherwise make NPI available to the other, unless otherwise agreed to in writing. Neither party shall share NPI with any other person or entity. Failure to comply with the terms of this Section shall be deemed a material breach of the Agreement.
 - 3.3. **Information Security.** Each party shall maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to: (a) ensure the security of NPI, (b) protect against anticipated threats or hazards to the security or integrity of NPI, (c) protect against unauthorized access or use of NPI, and (d) ensure the proper disposal of NPI (collectively “**Security Procedures**”). Each party shall immediately notify the other party of any actual or potential data breach involving NPI and shall appropriately document any and all corrective actions taken. Each party shall contractually require its subcontractors to comply with Privacy & Data Laws and to maintain Security Procedures.
 4. **Relationship.** The relationship between the parties shall be that of independent contractors. This Agreement is not intended to create a principal/agent, employer/employee, partnership or joint venture relationship.
 5. **Insurance.** ASC shall procure, pay for, and maintain such policy(ies) of insurance as are required by law or as are commercially reasonable for the transaction and business contemplated by this Agreement. ASC shall deliver to Administrator or assigned agent a Certificate of Insurance evidencing such insurance coverage, including copies of endorsements extending coverage to Administrator and its affiliates as additional insureds. ASC shall require its insurer(s), by endorsement if necessary, to provide Administrator or assigned agent at least thirty (30) days advanced written notice of any change, cancellation or lapse of ASC’s insurance policies. ASC shall, at a minimum, maintain the insurance coverage detailed below:
 - Workers Compensation Insurance with statutory limits imposed by governmental entities.
 - Fire and Theft Insurance with minimum coverage per occurrence of \$50,000 and aggregate coverage of \$100,000.
 - Comprehensive Automobile Liability Insurance with the following limits:
 - a) Bodily Injury Liability \$250,000 each occurrence.
 - b) Property Damage Liability \$250,000 each occurrence.
 - General Liability Insurance with the following limits (covering all operations required to complete the Service, and includes coverage for damage to property being serviced by ASC, with the following minimum limits of liability):
 - a) Bodily Injury Liability \$1,000,000 each occurrence and aggregate coverage of \$2,000,000.
 - b) Property Damage Liability \$1,000,000 each occurrence and aggregate coverage of \$2,000,000.
- ASC shall deliver to Administrator evidence of insurance at least fifteen (15) days prior to the Effective Date of this Agreement and at least fifteen (15) days prior to the renewal of such policies.

6. **Intellectual Property.** Neither party shall use the registered trademarks, service marks, logos, name or any other proprietary designations of the other party or any of its parent corporations, subsidiaries or affiliates without the prior written consent of the other party of the proposed use. ASC may, in Administrator's sole discretion, be provided with access to web portals or other electronic services. ASC shall abide by all usage rules contained within the web portal, and shall not contest that all content therein is the property of Administrator.
7. **Press Releases.** A party may not publicize, advertise or make public statements related to this Agreement, the other party, the affiliates of the other party or the relationship formed hereunder, without the prior written consent of the other party.
8. **Product & Service Warranty.** ASC shall provide a warranty for labor performed against defects in workmanship, and materials for a minimum period of ninety (90) days after the Service has been completed. If the Product experiences the same failure within such timeframe, such failure shall be treated as a recall and shall be serviced by ASC at no additional labor trip or diagnostic cost to Administrator or Protection Plan Holder. Administrator shall be billed only for additional parts needed to service the Product, provided the protection plan has not expired during ASC's warranty period. Part(s) must be warranted for ninety (90) days, or for the length of the Manufacturer's warranty, whichever is longer.
9. **Background Investigations.** For employees and subcontractors used in connection with the Service, ASC shall be required to meet or exceed industry standards and Administrator's policies and procedures relating to employee and subcontractor investigations ("**Background Investigations**"), including but not limited to those reflected in the Service Fulfillment Procedures located on Administrator's web portal, which shall be incorporated into this Agreement by reference. Failure to comply with this Section shall constitute a breach of this Agreement, and be grounds for Administrator to terminate the Agreement.
10. **Consumer Complaint.** ASC shall inform Administrator of any consumer complaint filed with ASC, any regulatory agency, or any litigation filed by Protection Plan Holder(s) against ASC, immediately upon receipt of any such complaint. Administrator shall, in its sole discretion, evaluate complaints presented by a Protection Plan Holder in accordance with the Service Fulfillment Procedures located on Administrator's web portal.
11. **Payments.** This Section pertains to any amounts due or payable under this Agreement. All payments hereunder shall be made in U.S. dollars, and Administrator may elect to make payments via check or electronic transmittal to designated banking account(s) owned by payee, unless otherwise agreed to in writing by the parties. If ASC fails to remit any amounts owed to Administrator, Administrator shall have the right to offset the amounts owing against any amounts which Administrator, its agents, subsidiaries or related entities, may owe to ASC. Additionally, if a request is made on behalf of ASC for access to login credentials that will enable ASC to receive electronic payment for invoices through Administrator's ACH web portal, ASC shall be fully responsible for any unauthorized use of the web portal or the misdirection of funds which may occur due to the acts or omissions of ASC. Any request properly provided to Administrator to disable payments via the ACH web portal, shall be processed by Administrator; Administrator shall handle such requests within five (5) business days of the request.
12. **Taxes.** The rates as set forth in the SOW do not include federal, state, or local taxes, now or hereafter levied, that may be applicable to the repair and/or parts required to complete the Service. If ASC has a legal obligation to collect such taxes, ASC shall add such taxes to the applicable invoice. Any taxes improperly included by ASC on an invoice and paid by Administrator, shall be refunded by ASC within thirty (30) days of actual knowledge of the invoicing error.
13. **Term & Termination.** The initial term of this Agreement shall commence as of the Effective Date and remain in effect for a period of one (1) year following the Effective Date, unless terminated in accordance with the terms herein. After the initial term, this Agreement shall be automatically extended for renewal terms of one (1) year each, unless either party provides the other with written notice of termination at least sixty (60) days prior to the expiration of the initial term or any renewal term (collectively, the "**Term**").
 - 13.1. **Automatic.** This Agreement shall terminate automatically and in its entirety, without notice from Administrator, if (a) ASC has made an assignment for the benefit of creditors, or (b) ASC has permitted or suffered any attachment, levy, or execution agreement.
 - 13.2. **Immediate.** Either party may terminate this Agreement if the other party breaches this Agreement by committing fraud or misrepresentation in connection with its performance hereunder. A party may initiate termination of this Agreement by providing written notice to the party committing such fraud or misrepresentation and termination shall be effective immediately upon receipt of such written notice.
 - 13.3. **Cure.** Either party may terminate this Agreement if the other party commits a breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach, provided; however, if the breach cannot be remedied, the non-breaching Party may immediately terminate this Agreement. For purposes of this Section, (a) ASC's failure to comply, in whole or in part, with Background Investigations shall be deemed a breach under this Agreement and (b) activities involving fraud or misrepresentation shall be deemed a breach that may not be cured.
 - 13.4. **Continued Obligations Post Termination.** Termination of this Agreement shall not alter the responsibilities of the parties with respect to the following: (a) Service authorized prior to the date of such termination; (b) payments

- owed by either party at the time of such termination; or (c) any obligations determined on or after termination pursuant to Section 1.
- 13.5. **Sections Surviving Termination.** Sections contained in this Agreement that by their nature and context are intended to survive termination, shall survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied. Such Sections shall include but are not limited to: Confidential Information, Consumer Data Protection & Privacy, Governing Law & Venue, Indemnification, Insurance, Intellectual Property, Limitations of Liability, Payments, Press Releases, Product & Service Warranty, Record Retention & Audit, and Taxes.
14. **Indemnification.** ASC shall indemnify, defend and hold Administrator, its parent corporations, related entities, and their respective officers, directors, employees, and agents harmless from any and all claims, actions, demands or liabilities, including, but not limited to attorneys' fees and other legal costs, arising out of or resulting from (a) any act or failure to act by ASC (including its agents, contractors, subcontractors, employees, or any other person directly or indirectly employed by ASC while engaged in the performance of the Service) which causes harm or damage to any person or property, (b) any act related to the conduct of ASC's business over which Administrator has no control, or (c) ASC's breach of this Agreement or its failure to comply with any and all applicable laws, rules, regulations and ordinances related to the Service provided hereunder.
15. **Limitations of Liability.** **EXCEPT AS SET FORTH BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY. IN THE EVENT OF FRAUD OR MISREPRESENTATION BY ASC, ASC LIABILITY SHALL NOT BE LIMITED. FURTHER, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY TAX LIABILITY OR ASSOCIATED PENALTIES.**
16. **Record Retention & Audit.** ASC shall keep, maintain and preserve during the Term of this Agreement and for two (2) years thereafter or for such longer period as may be required by law, accurate records which may include electronic files relating to the information gathered and created under this Agreement and showing its compliance with and performance of this Agreement. Accordingly, Administrator's right to inspect shall include, but not be limited to records regarding the service capabilities, Background Investigations, insurance records, facilities and physical inventory of ASC. Administrator's authorized representatives shall have an annual right to audit, inspect and copy such records of ASC, excluding any proprietary or privileged records, at all reasonable times during the business week (Monday through Friday, excluding holidays) upon receipt of two (2) weeks prior written notice. The costs of the audit shall be borne by Administrator. Should the right to inspect be unreasonably withheld, Administrator shall have the absolute right to suspend the payment of invoices until Administrator has been permitted to exercise its right to inspect.
17. **Governing Law & Venue.** This Agreement shall be governed by and interpreted according to the laws of the State of Texas, without regard to its choice of law principles. All disputes shall be resolved by a court of competent jurisdiction in the County of Tarrant, within the State of Texas. Each party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated herein.
18. **Compliance with Laws.** Each party shall, at its own expense, comply and shall ensure its subcontractors performing Service hereunder comply with any and all applicable local, state and federal laws, rules (including but not limited to rules promulgated by the Office of Foreign Assets Control) and regulations, now or hereafter pertaining to its obligations under this Agreement, including but not limited to consumer protection laws and if applicable, operating and maintaining repair facilities. Notwithstanding the foregoing, the parties shall comply with all state and federal rules affecting the collection, maintenance and use of personally identifiable information (including, but not limited to the following, as appropriate: the Federal Trade Commission Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, and the state data breach notification statutes). To the extent ASC or any of its subcontractors violates any law(s), ASC shall be liable and shall immediately notify Administrator of the full details of any complaint received regarding ASC's violation of any such law.
19. **Notices.** Administrator may provide notice to ASC under this Agreement by posting notice on Administrator's program website or web portal, delivering it to the email address provided by ASC, or delivering it to the street address provided by ASC. ASC shall notify Administrator, in writing, of any changes to such email address or street address. All notices, demands, or communications shall be in writing and shall be (a) delivered personally; (b) sent by certified mail with return receipt requested; or (c) sent by overnight courier to the appropriate address indicated in the signature block or to such other address as the party to receive such notice may designate by written notice. Notice sent by Administrator shall be considered to be received by ASC within twenty-four (24) hours of the time it is posted to Administrator's program website or posted to Administrator's web portal, or emailed to ASC unless Administrator receives notice that the email was not delivered. Notice sent by overnight courier shall be deemed received on the day following shipping. Notice sent by general delivery shall be deemed received on the third day following mailing.

20. **Waiver & Severability.** The failure by either party to require strict performance of any Section of this Agreement shall not be a waiver of such Section in the future. Neither party shall be deemed to have waived any Section of this Agreement unless such waiver is set forth in a writing signed by the waiving party. If any Section(s) of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Sections shall not be affected or impaired.
21. **Assignment.** ASC may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Administrator. Notwithstanding the foregoing, Administrator may, in its sole discretion elect to utilize any of its subsidiaries or affiliates to perform any of Administrator's duties or obligations required pursuant to this Agreement.
22. **Contract Interpretations.** Each party acknowledges that it has had ample opportunity to review this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to this Agreement or any portions hereof.
23. **Entire Agreement.** This Agreement including the Exhibit(s) attached hereto and incorporated by reference herein constitute the entire agreement between the parties and supersedes any and all prior written and oral agreements between the parties relating to such subject matter. To the extent that a Section of an Exhibit is inconsistent with a Section of this Agreement (exclusive of the Exhibit), the term set forth in the Exhibit shall control. This Agreement may be amended or supplemented only by a written agreement of both parties. Notwithstanding the foregoing, Administrator may adjust the Pre-Authorized Amounts and Designated Rates (as defined below) by providing notice to ASC thirty (30) days before the effective date of such change. Any change in the Pre-Authorized Amounts or Designated Rates shall be incorporated into the Agreement and shall be deemed agreed to by both parties as of the effective date of the change. In the event Administrator's Repair Order (as defined below) processes materially or substantially change, and such change establishes a commercially unreasonable burden for ASC, Administrator and ASC agree to enter into good faith discussions regarding amendment of the Designated Rates under this Agreement. The goal of such discussion shall be to determine what adjustment might restore to the ASC a benefit level, when providing service in fulfillment of Protection Plans which resulted from the ASC's referrals that is not unreasonably worse than such benefit level as was enjoyed by the ASC when such referrals were made. Should Administrator and ASC fail to reach agreement on the Designated Rates within thirty (30) days of Administrator initiating the change in Repair Order processes, ASC shall have the right to terminate this Agreement by giving Administrator five (5) days advance written notice of ASC's intent to terminate.
24. **Electronic Signature & Counterparts.** The parties agree that electronic signatures (or copies of signatures sent via electronic means) are equivalent of written and signed documents. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have agreed as of the Effective Date.

Authorized Service Center

By: _____
 Name: _____
 Title: _____
 Corporate Entity: _____
 Doing Business As: _____
 Street Address: _____
 City, State, Zip: _____
 Date: _____

Administrator

By: _____
 Name: _____
 Title: _____
 Corporate Entity: Warrantech Corporation
 Street Address: 2200 Highway 121, Suite 100
 City, State, Zip: Bedford, TX 76021
 Date: _____

EXHIBIT A - SCOPE OF WORK

1. **Scope of Work.** Any individual holding a protection plan designed and distributed through Administrator (“**Protection Plan Holder**”) experiencing performance issues shall directly or indirectly notify Administrator. Upon determination by Administrator that the performance issue cannot be corrected through telephone support, Administrator may refer, call, fax or e-mail requests to ASC for diagnostic and/or repair services on a non-exclusive basis. ASC shall, in accordance with the terms of this Agreement, perform the necessary diagnostic and repair services, authorized by Administrator, to restore the Product (as defined below) to proper working condition, which shall be of equal quality to the original manufacturer’s specifications and guidelines (“**Service**”). Such Service shall be authorized by Administrator by the release of a unique identifying document (“**Repair Order**”) to ASC. Service shall be performed only on the items that are covered under a protection plan (“**Product(s)**”). ASC shall ensure proper working condition of Product before closing the Repair Order.
2. **Repair Order Authorization.** ASC shall obtain a Repair Order from Administrator before performing any Service. The Repair Order provided to ASC shall indicate an amount for anticipated repairs which includes the cost of labor, parts, trip, pickup and delivery (if applicable) (“**Pre-Authorized Amount**”). Administrator may cancel any Repair Order twenty-four (24) hours prior to scheduled service time by calling or emailing ASC, provided the service call has not commenced. Administrator shall not be liable for any charges ASC incurs as a result of dispatching a truck following such notification of service cancellation. ASC shall perform Service within (a) the Pre-Authorized Amount and (b) the Designated Rates established in Exhibit B. Administrator may verify the labor rates and parts prices used for any Service provided pursuant to this Agreement. Notwithstanding the foregoing, based on the facts and circumstances, Administrator may in its sole discretion elect to authorize additional amounts.
3. **Performance Requirements.** ASC may perform Service in one or more of the servicing models described below. In each servicing model, ASC shall be responsible for: (a) supplying parts (if ASC has truck stock, or obtaining them from Administrator’s web portal if ASC does not); (b) performing the Service within the approved Pre-Authorized Amount (as designated in the Repair Order); and (c) assuming all legal responsibilities for safeguarding, insuring, and returning all Products entrusted to ASC by Protection Plan Holder. All expenditures over the Pre-Authorized Amount require additional authorization. ASC shall comply with any and all policies and procedures published by Administrator which relate to the Service hereunder, including but not limited to the Service Fulfillment Procedures located on Administrator’s web portal, which may be updated from time to time in Administrator’s sole discretion.
 - 3.1. **Service Models.** (a) **On-Site or Pick Up.** Service shall be performed at Protection Plan Holder’s location or Product shall be picked up at Protection Plan Holder’s location. A labor-only service call may be authorized and dispatched only when on-site diagnostics must be performed or when the service requested does not require parts. In the event the Service requested does require parts, ASC shall procure the necessary part(s) in accordance with this Agreement and perform the Service; (b) **Depot Model.** Service shall be performed for any Protection Plan Holder who delivers the Product to ASC through a delivery service; (c) **Carry-In Model.** Service shall be performed for any Protection Plan Holder who delivers the Product to ASC personally and waits for the Product to be repaired
 - 3.2. **Manufacturer Authorized Service Provider.** ASC shall promptly notify Administrator of any changes to their original equipment manufacturer’s authorizations which have occurred during the term of this Agreement. From time to time, at Administrator’s request, ASC shall provide validation of ASC’s authorization to provide service to original equipment manufacturers’ products. ASC shall use reasonable efforts to follow manufacturer’s specifications and guidelines, if applicable.
 - 3.3. **Timely Service.** ASC shall perform the Service in accordance with the Service Fulfillment Procedures located on Administrator’s web portal.
 - 3.4. **Code of Conduct.** ASC shall conduct business and perform Services in a prompt, courteous, workmanlike, competent, professional and ethical manner in compliance with the Service Fulfillment Procedures located on Administrator’s web portal.
 - 3.5. **Technicians.** ASC shall employ properly trained technicians who are certified competent to perform the Service. ASC shall only use technicians that have satisfactorily met the Background Investigation, drug testing, driving record and other requirements identified in the Service Fulfillment Procedures Manual and shall not use any technicians that have not met those requirements.
 - 3.6. **Facilities.** ASC shall, in accordance with prevailing industry practices and original equipment manufacturers’ requirements, maintain suitable repair facilities (“**Service Locations**”) and test equipment. ASC shall maintain the Service Location in a safe, secure, professional, clean, orderly, and sanitary condition, suitable for repairing Products. ASC shall only perform Service at Service Locations which are identified in writing by ASC and approved by Administrator.
 - 3.7. **Shipping.** If ASC is authorized to return a Product to a Protection Plan Holder via a delivery service, ASC shall utilize the most reasonable, competitive delivery method for the type, size, and route of the delivery.

- 3.8. **Service Exceptions.** Administrator may elect not to cover a Service or any portion thereof in accordance with the Service Fulfillment Procedures Manual located on Administrator's web portal.
- 3.9. **Subcontracting.** ASC shall not subcontract any Service without Administrator's prior written authorization. Notwithstanding the foregoing, for Products currently under manufacturer's warranty, ASC may send such Products back to the manufacturer, and for Products out of manufacturer's warranty which are directly supported by manufacturer's service agency, ASC may send such Products back to the manufacturer's service agency.
4. **Parts.** ASC shall participate in Administrator's parts procurement program. ASC shall utilize manufacturer's replacement parts or equivalent replacement parts, as determined by Administrator.
- 4.1. **Part Procurement Program.** If ASC is unable to provide a required part from ASC's stock or if ASC is replacing a stock part used to perform the Service, ASC shall order such part directly from Administrator's web portal. If a stock part was used by ASC to perform the Service, such stock part must be replaced with a like kind and quality part.
- 4.2. **Stock Part Mark-Up.** ASC shall be reimbursed for stock parts, used in Service, (a) that are no longer available through Administrator's web portal or (b) that are on backorder through Administrator's web portal. Such reimbursement shall be provided at the originally invoiced price to ASC plus the negotiated markup established in Exhibit B.
- 4.3. **Core Return Process.** In the event a part has core value and requires exchange, ASC shall be responsible for shipping and tracking the return of such core. If ASC fails to return the core or fails to return the core in accordance with the Service Fulfillment Procedures located on Administrator's web portal, Administrator shall charge ASC for any penalties or fees relating to such failure. If ASC fails to return the part (core), Administrator may hold or deduct the full core value from future payments due to ASC. Cores must be returned within thirty (30) days of installation of the replacement part.
- 4.4. **Part Retention.** ASC shall retain replaced part(s) and/or replaced Product for thirty (30) days after performing the work, unless manufacturer, state, or federal law requires immediate disposal of the part(s).
- 4.5. **Salvage Product or Parts Disposal.** All salvaged Products or parts for which Administrator requests that ASC take possession, shall be returned to Administrator upon Administrator's request. Administrator shall pay freight costs for returning salvage Products or parts to a location specified by Administrator. In the event that ASC performs any salvage services, refurbishment services, disposal services or otherwise retains possession of any Product or component of a Product which contains consumer data of any nature, ASC shall ensure that such data is safeguarded in accordance with Section 3 of this Agreement and shall permanently delete any such data from the Product or component prior to distribution to a third party. ASC shall have first right to purchase Product from Administrator for salvage value. ASC shall dispose of all Product or parts in the manner specified by applicable state or Federal law.
5. **Compensation.** Administrator shall promptly pay ASC for Services which have been properly documented by ASC. ASC shall not submit any invoices to Administrator for anything which does not constitute Service and shall not charge a Protection Plan Holder for any Service which was billed to Administrator. Administrator shall pay invoices based upon the Pre-Authorized Amount but in no event shall it pay in excess of Designated Rates.
- 5.1. **Invoice Processing.** ASC shall submit invoices in accordance with Services performed, the Pre-Authorized Amount and Designated Rates, and shall only include parts eligible for payment under this Agreement. Additionally, backordered parts may be paid at a later date if determined eligible for payment under this Agreement. On a weekly basis, such invoices shall be submitted electronically through Administrator's web portal. Invoices shall be in the format specified in the Service Fulfillment Procedures. Administrator may reject any improperly submitted invoice. In no event shall ASC submit invoices more than thirty (30) days following Service completion. In the event an invoice is submitted more than thirty (30) days following Service completion or such invoice is not in the format required, the invoice may be rejected without further consideration for payment. Administrator shall review invoices to determine eligibility for payment. Administrator shall process electronic invoices (submitted via Administrator's web portal) within seven (7) days of receipt of invoice. Administrator shall process paper invoices within forty-five (45) days of receipt of invoice. In the event that ASC fails to receive full authorization from Administrator for repairs greater than ASC's Pre-Authorized Amount, Administrator shall refuse payment of the portion of any invoice submitted by ASC for which authorization was not properly received. In the event an invoice is denied or rejected, for reasons other than failure to timely file invoice, ASC shall have thirty (30) calendar days from the denial or rejection date to resubmit the corrected invoice to Administrator for processing. In the event an invoice is determined to have been paid in error, Administrator shall have a right to offset amounts owed by ASC against any amounts owed to ASC by Administrator. In the event an invoice is denied or rejected based upon a dispute regarding manufacturer's warranty coverage, ASC shall accept the warranty information as obtained from the manufacturer by Administrator. In the event ASC subsequently provides supporting documentation to support the fact that Administrator's understanding of the manufacturer's warranty information is incorrect, ASC shall receive payment from Administrator for all invoices that were unpaid as a result of the erroneous information.
- 5.2. **Protection Plan Referrals.** For sales of protection plans which are the result of a referral from ASC, such ASC shall be designated as the provider of record for repair service(s) for those plans ("Preferred ASC"). Administrator

shall utilize the Preferred ASC for all requests for service from Protection Plan Holders who purchased the plan pursuant to Preferred ASC's referral. In the event: (a) Protection Plan Holder is outside the Preferred ASC's service area, (b) Preferred ASC is otherwise unavailable or unable to perform the repair, or (c) the Protection Plan Holders requests a servicer other than Preferred ASC, Administrator shall utilize third party providers from its nationwide independent service network to perform repairs in accordance with the Terms and Conditions. At Administrator's discretion, claims may be fulfilled through product repairs, product exchanges, gift cards, vouchers or through reimbursement checks. Administrator reserves the right to fulfill claims by providing refurbished products or products of like kind and quality to Protection Plan Holders.

NOT EXECUTABLE

EXHIBIT B

Intentionally Blank

Administrator shall attach current

Pre-Authorized Amounts/Designated Rates/Part Mark-Up Allowance

As Applicable

NOT EXECUTABLE