



## AUTHORIZED SERVICER AGREEMENT

This Authorized Servicer Agreement (“Agreement”) is made and entered into effective as of the date set forth on the signature page hereof (the “Effective Date”), by an between the company designated on the Schedule of Companies attached to and made part of this Agreement (“Company”) and the person or entity set forth on the signature page to this Agreement (“Dealer”).

Company and Dealer agree as follows:

1. Contract Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated by either party as set forth below.
2. Appointment. Company hereby appoints Dealer as a non-exclusive Authorized Servicer of the following Company produced products:
  - Residential unitary ducted residential air conditioning and heating products
  - Ductless residential products (e.g. mini-splits)

The Dealer may purchase from Company or Company’s independent distributor (whichever is applicable), and sell to end consumers, extended service contracts (“Service Agreements”) for Company produced goods that Dealer has access to purchase from Company’s affiliate Goodman Manufacturing Company LP or its independent distributor (“Product(s)”). Moreover, the Dealer may perform services covered by the Service Agreements sold to consumers at the agreed upon labor reimbursement rates and subject to the terms set forth below.

3. Pricing and Payment. The prices for Dealer’s purchase of Service Agreements shall be Company’s or the Company independent distributor’s (whichever is applicable) applicable prices in effect on the date of Product installation for units covered by the Service Agreement, less any offered discounts. If tax is for whatever reason not included in the purchase price of the Product, Dealer will assume all responsibility for the calculation and payment of taxes as required by all applicable local, state and federal laws. Credit terms of all purchases will be determined by Company or the Company independent distributor (whichever is applicable) in its sole discretion. Company or Company’s independent distributor (whichever is applicable) may refuse to accept any order in its sole discretion. Neither Company nor any of its affiliates has any role in Dealer’s price of Service Agreements to homeowners.
4. Compensation. Dealer agrees that its entire compensation for service work performed pursuant to this Agreement will be calculated by multiplying the number of hours customarily required to perform the required service tasks, as set forth in the attached “Addendum – Labor Rate Schedule,” time the approved hourly rate, plus reimbursement of Dealer’s cost for any approved repair parts required in connection with such service.
5. Company Obligations. Company agrees to comply with the following obligations:
  - a. Company agrees to furnish available technical information for Products.
  - b. Company agrees to make service parts and systems available to Dealer directly through the Company or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
  - c. Company agrees to allow Dealer to use authorized marks around the “ASURE” trademark to support Dealer’s business in selling Service Agreements and performing services thereunder; provided however, that nothing in this Agreement shall confer or vest in Dealer any right of ownership of the Marks.
  - d. Company agrees to make available technical training regarding Products, either directly or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
  - e. Company agrees to provide reasonable technical assistance to the Dealer, either directly or indirectly through Company’s affiliates or the independent distributors of Company or such affiliates.
  - f. Company agrees to provide reasonable assistance in resolving any customer complaints through its Consumer Affairs Division or similar department.

6. Dealer Obligations. Dealer agrees to comply with the following obligations:
- a. Dealer agrees to use the Company's trademarks and trade names (the "Marks") in a reasonable manner and will do nothing that will impugn or damage the Marks. Moreover, Dealer will not use any of the Marks in its legal, trade or business name, or in its internet website URL.
  - b. Dealer agrees to provide the end consumer with all relevant Service Agreements. Moreover, Dealer agrees to assist the end consumer in registering the Service Agreements. All of the Company's and its affiliates' warranties on the Products are issued directly to the end user, on the terms of Company or its affiliates' written warranties in effect from time to time. COMPANY AND ITS AFFILIATES MAKE NO WARRANTY (EXCEPT OF TITLE) TO ANY INTERMEDIARY PURCHASER.
  - c. Dealer agrees to comply with all relevant federal, state and local, laws, rules, regulations, orders, codes and ordinances. Dealer also agrees to maintain all necessary permits, licenses or certifications required by local, state, federal and provincial authorities in connection with the performance of Dealer's responsibilities under this Agreement. In addition, if Dealer operates within the state of Florida, Dealer shall comply with Florida law regarding sales representatives for service warranty associations or insurers, including, but not limited to, the following (when applicable): licensure, appointment, renewal, continuation, reinstatement, and termination. Pursuant to Regulation 5-1-12, Volume 3 Colorado Code of Regulations 702-5, Section 5, if Dealers sells a Service Agreement in Colorado, Dealer agrees to provide all services promised to the holder of that Service Agreement whether or not Company becomes bankrupt or otherwise ceases to function in the manner anticipated by this Agreement or the Service Agreement.
  - d. Dealer agrees to sell, service repair and install all Products in accordance with the instructions of Company's affiliates
  - e. Dealer agrees to ensure that Service Agreement claim submissions are valid and proper.
  - f. Dealer agrees not to remove, disconnect or negate any safety device or features of Products. Dealer agrees not to alter any labels, plates or tags on Products.
  - g. Dealer agrees to allow Company or any Company affiliate to send customer satisfaction surveys to end consumers to understand how their experience could be improved. Company and its affiliates may share the results of these surveys with the Dealer, but not share any information peculiar to Dealer with any third parties unaffiliated with Company.
  - h. Dealer agrees to provide Company a properly completed and executed consumer Service Agreement application for each Service Agreement within 15 business days after resale of that agreement to a consumer. All applications submitted by Dealer must be for a Product, identified by its serial number, previously purchased by Dealer from one of the Company's affiliates or an independent distributor of such an affiliate.
  - i. Dealer agrees to provide prompt service to customers in its servicing area according to the terms of all written Service Agreements. When service is essential to the health or safety of the property dweller ("Emergency Service"), Dealer will make every reasonable effort to provide the Emergency Service within 48 hours after receiving report of a claim. If Dealer operates within the state of Nevada, Dealer agrees to commence Emergency Service claim repairs within 24 hours after receiving report of a claim.
  - j. If Dealer operates within the state of Florida, Dealer agrees to comply with Florida law prohibiting free service agreements, including, but not limited to, advertising, offering, or providing a Service Agreement for a price in an amount less than the cost of such Service Agreement as to the Dealer.
  - k. Dealer agrees to use only approved Company parts in the service of Products, unless otherwise authorized by Company in writing. Service repairs using non-Company parts are not compensable under this Agreement.
  - l. Dealer agrees to use only standardized contract applications as supplied by Company or Company's independent distributor.
  - m. Dealer agrees to warrant all service repairs for a period of 31 days. Additional service repairs to the same serialized unit within a 31 day period of the initial repair are not compensable under this Agreement if such repairs are attributable to Dealer's original, faulty repair.
  - n. Dealer agrees to return to Company or Company's independent distributor, as may be required by current service policy, all parts replaced by Dealer under the provisions of this Agreement.
  - o. Dealer agrees to only sell Service Agreements for a specific unit within 365 days from the date of installation of that unit.
  - p. Dealer agrees to allow Company or Company representatives to review repairs or claims. Such actions can include, but are not limited to, on-site audits and requiring additional documentation from Dealer.

7. Independent Contractor. Dealer is an independent contractor, not an agent or employee of Company, and this Agreement shall not be deemed to create a partnership, joint venture or principal-agent relationship between the parties. Dealer is not authorized to assume or create any obligation or responsibility, including but not limited to obligations based on warranties or guarantees or other contractual obligations, on behalf or in the name of Company.
  
8. Liability and Insurance.
  - a. Dealer shall at all times (both during and after the term hereof) indemnify and hold harmless Company, its agents, affiliates and their agents and employees (individually, a “Company Party” and collectively, the “Company Parties”), against and from any and all actions, suits, liabilities, settlements, losses, damages, charges, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character including, but without limitation, claims for bodily injury, death, and damage to property including loss of use thereof based upon any actual or alleged negligence or dishonesty of, or to any actual or alleged act of commission or omission by Dealer, or any of its employees or agents; and in case any action, suit or proceeding shall at any time (either during or after the term hereof) be brought against any Company Party by reason of any such claim. If a Company Party so requests, Dealer shall resist and defend such action, suit or proceeding, at the sole expense of Dealer, by reputable counsel.
  - b. In addition to Worker’s Compensation and Employer’s Liability Insurance (including waiver of subrogation endorsement in favor of the Company Parties), Dealer shall at all times, at its sole expense, maintain Commercial General Liability Insurance at the aggregate level of \$250,000. Certificates(s) of insurance evidencing the required coverage shall be furnished to Company upon request.
  
9. Termination by Company for Cause. Except as otherwise provided by applicable law, Company may terminate this Agreement immediately upon written notice to Dealer upon the occurrence of any of the following events: (i) failure of Dealer to comply with the terms of payment of Company, any Company affiliate or independent distributor of Company or any Company affiliate, (ii) any check delivered by Dealer to Company, any Company affiliate or independent distributor of Company or any Company affiliate is dishonored when presented for payment, (iii) Dealer’s breach of or failure to comply with any provision of this Agreement, (iv) Dealer’s insolvency or business failure or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Dealer, (v) the appointment of a receiver for all or any part of the property of Dealer or an assignment for the benefit of creditors by Dealer, (vi) providing false information to Company, any affiliate of Company or any independent distributor of Company or any Company affiliate, or (vii) Dealer’s right to purchase Products from Goodman Manufacturing Company LP or its independent distributor for resale expires or is terminated.
  
10. Termination by Company Without Cause. Notwithstanding anything to the contrary in this Agreement, and except as otherwise provided by applicable law, Company may terminate this Agreement at any time, without cause, by providing Dealer with thirty (30) days advance written notice (or, if applicable law requires that more than 30 days’ notice of termination be provided, then Company will provide such notice as required by applicable law). Moreover, Dealer has the same reciprocal rights to terminate this Agreement with 30 days notice.
  
11. Effect of Termination. Upon any termination of this Agreement:
  - a. Any Company Party shall be entitled to reimbursement for any reasonable attorneys’ fees that it may incur in collecting or enforcing payment of any obligations of Dealer.
  - b. Neither party shall be entitled to any compensation or reimbursement for inability to recoup any investment made in connection with performance under this Agreement, loss of prospective profits or anticipated sales or other losses occasioned by termination of this Agreement.
  - c. Dealer shall immediately cease any use of the Marks.
  - d. The provisions of this Agreement that by their nature or their terms are intended to survive its termination, and any and all obligations that arise prior to termination, shall survive termination of this Agreement.

12. Force Majeure. Company shall be excused from delays in performance or failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of Company, including but not limited to, delay or failure caused by governmental laws, regulations, orders, decrees or other governmental acts during the term of this Agreement, floods, fire, tropical storm, hurricane, riot, accident, strikes or work stoppages for any reason, delays of suppliers or subcontractors, embargo, energy or fuel shortage, war, terrorist act, or any natural disaster or act of God, or other circumstance beyond the reasonable control of Company whether similar or dissimilar to the foregoing.
13. Miscellaneous.
- a. Entire Agreement. This Agreement constitutes the entire agreement between Dealer and Company regarding purchase/resale of Service Agreements and Dealer's provision of services thereunder, superseding all prior oral or written agreements, policies, understandings, representations, warranties and negotiations, on those subjects; and there are no conditions affecting this Agreement which are not expressed herein.
  - b. Amendments. This Agreement may be amended only by a writing signed by both parties hereto.
  - c. Headings. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.
  - d. Governing Law. This Agreement and all purchase and sale transactions pursuant hereto shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Texas.
  - e. Severability. In the event a court of competent jurisdiction determines any one or more of the provisions contained in this Agreement to be invalid, illegal or unenforceable, this Agreement shall be construed so that the remaining provisions contained herein shall not in any way be affected thereby but shall remain in full force and effect, and any such invalid, illegal or unenforceable provision(s) shall be deemed, without further action by any person or entity, to be modified and/or limited to the minimum extent necessary to render the same valid and enforceable in such jurisdiction.
  - f. Notices. Notification required or permitted hereby shall be deemed given upon enclosure thereof in an adequately post-paid envelope, deposited in a U.S. mail box, and addressed to the party to be given notice at the address to which that party has previously requested, by notice hereunder, that notices be sent or, if no such request has been made, at the mailing address listed for that party in this Agreement.
  - g. No Assignment. This Agreement may not be assigned by Dealer, whether voluntarily or by operation of law, without the consent of Company. Any such attempted assignment shall be null and void and without legal effect. In appointing Dealer pursuant to this Agreement, Company is relying on the unique qualifications of Dealer's principal owners and, accordingly, for purposes of this subsection, assignment shall include any change in Dealer's controlling ownership. This Agreement, or any of Company's rights hereunder, may be assigned by Company upon notice to Dealer.
  - h. Waiver. No waiver by Company of any default by Dealer under this Agreement shall be deemed a waiver of any prior or subsequent default by Dealer hereunder. In addition, any delay by Company in exercising any rights hereunder shall not be deemed a waiver of such rights.

[Signature Page Follows on Next Page]

Place of Business and Address for Notices:

Dealer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Cellular Number: ( ) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Type of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

Federal Tax PIN: \_\_\_\_\_ Dealer Account Number \_\_\_\_\_

Requested Labor Rate \_\_\_\_\_ Approved Labor Rate (completed by Goodman) \_\_\_\_\_

**Company**

Address: 5151 San Felipe Street Suite 500 \_\_\_\_\_

City: Houston \_\_\_\_\_ State: Texas \_\_\_\_\_ Zip Code: 77056 \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the Effective Date.

COMPANY:

Company

By: \_\_\_\_\_

Print Name: Haley Whittington \_\_\_\_\_

Title: Goodman Warranty Analyst \_\_\_\_\_

DEALER:

Dealer Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned Amana independent distributor hereby executes this Agreement for the purpose of certifying that it believes that the Dealer named herein can meet the dealer obligations outlined in Section 6:

DISTRIBUTOR:

Distributor Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

All signed copies should be returned to 5151 San Felipe, Suite 500, Houston, Texas 77056 for execution by Company.

**Addendum – Labor Rate Schedule:**

Rate A - pays 1.5 hours – for replacement of small common electric or mechanical components, such as contactors, capacitors, or relays.

Rate B – pays 2 hours – for replacement of an electrical or mechanical component such as fan or blower motors, fan blades, and blower assemblies.

Rate C – pays 2.5 hours plus \$50 for refrigerant - for sealed system leak repairs with no parts replacement.

Rate D – pays 3.5 hours plus \$100 refrigerant and recovery - for sealed system repairs with parts replacement, including evaporator coil replacement.

Rate E – pays 5 hours plus \$100 refrigerant and recovery - this repair is limited to compressor replacement or condenser coil replacement. Unit replacement of compressor-bearing

Rate F – pays 5 hours – for replacement of heat exchangers only.

Rate G - pays 1.75 hours plus \$100 refrigerant – for filter drier and/or TXV replacement.

**Schedule of Companies**

If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in a state other than Florida, Oklahoma, South Carolina, Washington, or Wyoming, the Company under this Agreement shall be Asure Extended Service Company, LLC.

If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in Florida, Oklahoma, South Carolina, Washington or Wyoming, the Company under this Agreement shall be AsureCare Corp.

If Dealer is located and/or performs consumer services for which it is obligated to perform under this Agreement in Georgia, the Company under this Agreement shall be Asure Extended Service Company, LLC unless Dealer issues a Service Agreement under this Agreement to a consumer residing in a condominium that is attached to two (2) or more units, in which case the Company under this Agreement shall be Goodman Manufacturing Company LP, located at 5151 San Felipe Suite 500, Houston, Texas 77056.