

Location Number _____
Office Use Only
Customer Number _____
Dealer Number _____
Processor _____

Servicing Dealer Enrollment Form

Please mail or fax this Dealer Enrollment Form with all required paperwork to Service Net at (630) 986-3185 to acknowledge your enrollment.

Company Name _____	Date _____	
Address _____		
City _____	State/Pr _____	Zip/Postal _____
Tel _____	Fax _____	E-mail _____
FEIN _____	<div style="border: 1px solid black; padding: 2px;"> TAXES: US Residents - Please send a copy of your W-9 form (FEIN or SSN). This is necessary to process your claims. Not applicable for Canadian customers. </div>	

We do not sell trade or rent your personal information to any third party. The information is collected primarily to ensure that we are able to fulfill your requirements.

INSURANCE: Prior to becoming an authorized Service Net dealer, dealer must provide Service Net with a copy of its current Certificate of Insurance, which shows workers compensation and general liability insurance of no less than \$500,000.00 (USD) / \$750,000 (CAD). If you are part of our dispatch service network, workers compensation and general liability insurance must be no less than \$1,500,000 (USD). Service Net's name and address must be shown as certificate holder.

Service Department Information

Service Manager Contact _____	Extension _____	
During Business Hours _____	After Business Hours _____	
Number of Sales Staff _____	Number of Service Technicians _____	
Hours of Operation _____	After Hours Answering <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone No. _____

Please review the accompanying terms and conditions. "I certify that the information contained in this Servicing Dealer Enrollment Form is true and complete to the best of my knowledge and that I have read the accompanying terms and conditions that apply to this enrollment form."

Owner / Manager Signature _____	
Print Name _____	Title _____

Please fax or mail to:



SERVICING DEALER ENROLLMENT TERMS AND CONDITIONS

AUTHORIZATION TO SELL SERVICE NET EXTENDED SERVICE AGREEMENTS

The parties agree that, upon the execution (which includes Dealer's electronic acceptance) of the Dealer Enrollment Form ("Enrollment Agreement") between Service Net Warranty, LLC ("Service Net") and the executing dealer ("Dealer"), Dealer shall be authorized to offer the Service Net Extended Service Agreement ("Service Agreement") for sale to its customers subject to the following terms and conditions:

LIMITED AUTHORITY

Service Net authorizes Dealer to sell to its customers applicable Service Agreements on heating, ventilation, air conditioning and refrigeration equipment pursuant to the express terms of this Enrollment Agreement and the applicable sales/service guidelines. Any act taken by the Dealer and/or its agents that is outside the scope of this Enrollment Agreement and the sales guidelines shall not be authorized, and shall be deemed a breach of this Enrollment Agreement. Dealer shall be liable to Service Net for all damages, costs and fees arising out of Dealer's acts outside the scope of its authority.

WARRANTIES AND REPRESENTATIONS

Dealer hereby represents and warrants to Service Net as follows:

- Each and every claim submitted by Dealer to Service Net shall be true, genuine and authentic, shall represent services actually performed by Dealer on the equipment covered under the applicable Service Agreement and parts actually used for the benefit of the holder of the Service Agreement as set forth in the claim, and shall be covered under the Service Agreement. Claims made for parts and labor which were not a result of an equipment failure will not be reimbursed by Service Net;
- Dealer will be reimbursed in accordance with program and plan level purchased by selling dealer.

Dealer agrees that it shall not initiate any repair(s) for the Service Agreement holder without checking the date and terms of the respective Service Agreement. During the respective Service Agreement period, Dealer shall give Service Net any factory warranty or warranties on all new products and new parts. Service Net reserves the right to require Dealer to preauthorize all repairs.

CLAIMS

Dealer shall have the right to refuse any service work or service calls. Dealer shall be obligated to provide the service required with one (1) person per job hour at the rates permitted in the applicable Service Agreement, with no overtime, holiday pay, or other charges without the prior written consent of Service Net. Dealer shall warrant its service (labor and parts) for ninety (90) days on all repairs or replacements made within the term of the Service Agreement and shall remedy failures with ninety (90) days WITHOUT additional charge to Service Net. Service Net shall

pay valid claims within thirty (30) days from receipt of all necessary claims documentation by its claims department.

All claim paperwork must be filed by Dealer with Service Net within sixty (60) days from date of failure. Paperwork includes claim form, signed and completed field service ticket, and cost back-up at minimum. Claims not submitted within sixty (60) days will become the responsibility of the Dealer.

OWNERSHIP OF INTELLECTUAL PROPERTY

Service Net is the sole owner of any and all copyrights, service marks, trademarks, trade names, trade dress, patents and all other intellectual property (collectively referred to as the "Intellectual Property") used by Service Net in its business, including, but not limited to, the "Service Net®" trademark and all associated trademarks and service marks. All Intellectual Property is, and shall remain, the sole and exclusive property of Service Net, and nothing in this Enrollment Agreement shall grant or convey to Dealer any rights to, or licenses in, the Intellectual Property except as expressly provided for herein.

USE OF SERVICE NET NAME

Thirty (30) days prior to implementing any sales, marketing or customer solicitation program (e.g., direct mailing, brochure describing services or Service Agreement, advertisements, etc.) which, in any manner, uses or otherwise exploits the "Service Net" name or trademark, or any other Intellectual Property, Dealer must notify Service Net's marketing division at [800-886-9363] of said program, and must obtain Service Net's written approval of said program and use or other exploitation of the "Service Net" or name, trademark or other Intellectual Property. Service Net shall have the sole and exclusive right to reject any such program or campaign for any reason whatsoever. In the event Dealer fails to notify Service Net as set forth above, or fails to obtain the required approval of the program, Dealer shall have no right to use or otherwise exploit the "Service Net" name or trademark, or any other Intellectual Property, in said program in any manner whatsoever.

TERMINATION

Subject to the terms of this paragraph, either party may terminate this Enrollment Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event Service Net discovers evidence of a Dealer's (or its agent's) material fraud, misrepresentation or breach of this Enrollment Agreement, Service Net shall promptly notify Dealer, in writing, of its evidence and findings. Upon such an event and prior written notice to Dealer, Service Net may take such action as it deems reasonable and necessary, including but not limited to (i) requiring the Dealer to immediately terminate any agent(s) or employee(s) found to have engaged in material fraud, misrepresentation or breach, (ii) conducting an accounting and review of Dealer's books and records, (iii) requiring Dealer to implement certain internal procedures to reduce the incidence of such fraud, misrepresentation or breach, or (iv)

immediately terminating this Enrollment Agreement; provided, however, that immediate termination shall only be upon a good faith finding that Dealer has engaged in a pattern and practice of fraud, misrepresentation and breach, or has failed to take reasonable and necessary measures to prevent such fraud, misrepresentation or breach by its agent(s) or employee(s) after being put on notice of the same. Upon such termination, Dealer shall have no further right to, directly or indirectly, submit any claim or claims, regardless of their nature and timing, under or pursuant to said Service Agreements.

ATTORNEYS FEES

In the event of litigation between the parties for any matter arising out of, related to or connected with this Enrollment Agreement or the Service Agreement(s), or the breach or non-performance hereof, if Service Net is the prevailing party in such litigation, Service Net shall be entitled to recover against Dealer reasonable attorneys' fees, expenses and court costs at all levels.

GOVERNING LAW

Indiana law, including its laws governing the conflicts of laws, shall govern this Enrollment Agreement and any and all disputes arising hereunder or related hereto. The expense of the disputes shall be borne by Dealer. All disputes shall take place in Chicago, Illinois.

EXCEPT FOR MODIFICATION TO THE SERVICE AGREEMENT AND THE SALES/SERVICE GUIDELINES, (WHICH SHALL BECOME EFFECTIVE FOR SUBSEQUENT SALES AND SUBSEQUENT SERVICE UPON POSTING BY SERVICE NET), ANY MODIFICATIONS IN THE ABOVE TERMS AND CONDITIONS SHALL NOT BE EFFECTIVE OR ACCEPTED WITHOUT A PRIOR WRITTEN CONSENT SIGNED BY AN OFFICER OF SERVICE NET.