

CLIENT CONTRACT AND ORDER CONFIRMATION

ISSUED TO:

Client Name _____
Address _____
Address 2 _____
City, State, Zip _____

SELLER:

Lexicon Tech Solutions
700 Sigman Rd, Suite 110
Conyers, GA 30013

This Program provides protection for the Covered Devices. The enclosed terms and conditions provide details regarding coverage.

The following are the details regarding the Program:

- Program #:** [Program Number]
- Program Effective Date:** [Date]
- Program Expiration Date:** [Date]
- Program Price:** See attached Pricing Schedule
- Service Fee:** \$0
- Device Status:** [New/Renewal Takeover] or [Used]
- Covered Devices:** See attached Pricing Schedule.

The Obligor of this Program is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819, except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.

The Insurer of this Program is Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819.

The Administrator of this Program is Service Net Warranty, LLC, 650 Missouri Avenue, Jeffersonville, IN 47130, 877-699-8790.

EXTENDED SERVICE AGREEMENT TERMS & CONDITIONS

- 1. INTRODUCTION.** These AlwaysLearning™ terms and conditions, the Pricing Schedule, and Your Order Confirmation (“Program”) govern the service contract between You and Us on the Covered Devices, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand Your Program’s coverage.

This Program requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 10 for further information that affects Your legal rights.

- 2. DEFINITIONS.** Under this Program, the following terms have the meanings set forth below:
 - (a) “Administrator” means the entity identified on Your Order Confirmation.
 - (b) “Covered Device” means the electronic devices that are covered under this Program which have had their serial numbers provided to and approved by the Administrator and are listed in the attached Pricing Schedule.
 - (c) “Coverage Period” is defined in Section 3.
 - (d) “Coverage Tier” means the types of coverage this Program will provide benefits for, as described below. Your selected Coverage Tier for each Covered Device is indicated in the attached Pricing Schedule.
 - (e) “Expiration Date” means the date that coverage under this Program ends, as listed on Your Order Confirmation.
 - (f) “Term” is defined in Section 3.
 - (g) “Obligor,” “We,” “Us,” and “Our” mean AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819, except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.
 - (h) “Order Confirmation” means the purchase confirmation email or document that You receive from the Administrator for this Program that identifies the Program Effective Date, the Program Price, and the Service Fee, if any, applicable to this Program.
 - (i) “Pricing Schedule” means the attached schedule which sets forth the Program Price and Covered Devices, as well as the Coverage Tier, Coverage Term, and Coverage Category (new, used, or renewal) for each Covered Device.
 - (j) “Program” is defined in Section 1.
 - (k) “Program Price” means the total price that You will pay for each Covered Device under this Program, as listed on the Pricing Schedule.
 - (l) “Program Effective Date” means the date that this Program begins, as listed on Your Order Confirmation.
 - (m) “Sales File” means the file containing the serial number, coverage selection, and Coverage Period for each Covered Device that is received and approved by the Administrator.

- (n) "Seller" means the entity that sold you this Program, as identified on Your Order Confirmation.
- (o) "Term" means the Initial and any applicable Renewal Term, as defined in Section 3.
- (p) "You" and "Your" means the school system that owns the Covered Devices and purchased this Program.

3. COVERAGE PERIOD AND TERM.

- (a) Each Covered Device will be covered for the period specified in the Pricing Schedule (the "Coverage Period"), unless it is terminated, canceled, or fulfilled earlier pursuant to these terms. Coverage for Accidental Damage from Handling will begin immediately for each Covered Device. All other coverage will begin upon the completion of any applicable manufacturer or other written warranty period.
- (b) This Program begins on the Program Effective Date and will terminate upon completion of the last Covered Device's Coverage Period ("Term"), unless it is terminated, canceled, or fulfilled earlier pursuant to these terms.
- (c) If a Covered Device is being serviced when this Program expires, coverage will be extended until the applicable services are completed.

4. ELIGIBILITY.

- (a) The Covered Device must be in good working order as of the start of the Coverage Period to be eligible for coverage.
- (b) A protective case must be worn on all Covered Devices that are designated as "new" or "renewal" in the Pricing Schedule. Covered Devices designated as "used" do not require protective cases.
- (c) **This Program does not cover pre-existing conditions or losses to a Covered Device that occurred prior to Covered Device's Coverage Period.**
- (d) The Covered Device will not be eligible for coverage if the serial or model number cannot be confirmed by Us.
- (e) We may require You to provide Your Program Number and the serial number for the Covered Device prior to service. Please keep these documents in a secure and readily accessible location for future use.
- (f) Your Program payment(s) must be current to receive service.
- (g) To be eligible for coverage, the age of the Covered Device must be less than 1,825 days from the date of purchase.

5. COVERAGE.

- (a) Covered Losses. Subject to this Program's limitations and exclusions, We will arrange and pay for the Covered Device's repair or replacement, as determined in Our sole discretion and in accordance with the applicable Coverage Tier selected for the Covered Device, upon the occurrence of one or more of the following covered damages or failures:

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- (i) Mechanical/Electrical Failures: The Covered Device fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in materials or workmanship. For clarity, a Covered Device fails to perform as the manufacturer intended when the Covered Device, under normal and intended use, fails to function substantially in accordance with the Covered Device's technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the Covered Device's purchase.
 - (ii) Accidental Damage from Handling ("ADH"): The Covered Device fails to perform as the manufacturer intended due to unexpected and unintentional mishandling during normal usage, such as accidental drops or liquid spills or submersions. During the claims process, We may require an explanation of where, when, and how the accidental damage occurred, including a detailed description of the fortuitous event.
 - (iii) Battery Replacement: In the event that the battery for a Covered Device suffers a covered loss, We will replace the battery for a Covered Device in the event that the battery suffers a failure and is unable to operate as intended. A covered loss for a battery occurs when degradation of full charge capacity is below 50% of original maximum.
 - (iv) Device Replacement: In the event that a Covered Device suffers a covered loss due to Mechanical/Electrical Failure or ADH and cannot be repaired or is beyond economic repair, We will provide a replacement device. Upon product replacement, Our contractual obligations to You under this Agreement for the Covered Device will be fulfilled, We will have no further liability or obligations for the replaced Covered Device, and We may, at Our discretion, require the replaced Covered Device to be returned to Us at Our expense.
- (b) Coverage Tiers. Subject to this Program's limitations and exclusions, We will provide coverage for a Covered Device in accordance with the applicable Coverage Tier described below as indicated on the Sales File provided to the Administrator.
- (i) Coverage Tier 1: Mechanical/Electrical Failure and ADH coverage will be provided for applicable Covered Devices.
 - (ii) Coverage Tier 2: Mechanical/Electrical Failure, ADH, and Battery Replacement coverage will be provided for applicable Covered Devices.
 - (iii) Coverage Tier 3: Mechanical/Electrical Failure, ADH, and Battery and Device Replacement coverage will be provided for applicable Covered Devices.
- (c) Repair Parts/Replacement Devices.
- (i) Notwithstanding Section 5(a)(iv) above, any repaired or replaced product that You receive under the Covered Device's applicable manufacturer or supplier warranty will continue to be covered under this Program for the remainder of the Term.
 - (ii) At the Administrator's sole discretion, repair parts or replacement products may be new, used, refurbished, non-original, or remanufactured and may not match the exact model or color as the original Covered Device.

- (iii) We are not a service provider, technician, or product retailer. Repair and replacement services will be performed by Seller, which is an independent, third-party contractor.
- (d) **Service Fee.** You must pay the Service Fee per claim, if any, prior to receiving any services under this Program. Any required Service Fee will be collected by the Administrator through a valid credit or debit card payment at the time of opening a claim. The Service Fee is non-refundable. Please refer to the Pricing Schedule to determine if a Service Fee applies to Your Program.
- (e) **Limit of Liability.** There is no limit to the number of times a Covered Device may be sent in for repair. The maximum monetary limits for repair, replacement, or reimbursement services are set forth below.
 - (i) **Per Covered Device Limit:** Our maximum liability for any single Covered Device is the following: (a) Replacement with a product of like-kind and quality; (b) reimbursement of the purchase price You paid for the Covered Device; or (c) authorized repairs for any single claim that exceeds the Covered Device's original purchase price. If We have met any of the above conditions specified in (a), (b), or (c) of this total liability section for any single Covered Device, We will have fulfilled all obligations owed under this Plan for that Covered Device and no more claims will be eligible for that Covered Device unless additional coverage is purchased. For clarity, each repair claim submitted will be covered up to the device's original purchase price, and prior repair claims paid for a single Covered Device will not be deducted from any future claims on the same Covered Device if the maximum limit specified herein has not been satisfied.
 - (ii) **Aggregate Limit:** Our maximum, aggregate limit of liability for all covered claims under this Program shall be reimbursement of the total purchase price of all Covered Devices covered under this Program. Payment of this aggregate limit by Us shall constitute a fulfillment of Our obligations under this Program and will result in the expiration of this Program.

6. HOW TO FILE A CLAIM.

- (a) To file a claim, enter a trouble ticket in Seller's online trouble ticketing system, RepairEngine, or other mutually agreed ticketing system connected to RepairEngine via API for each device damaged noting the Serial Number, date damage occurred, damage incurred (for example: "broken LCD screen"), and cause of damage if known (for example: "student dropped device while walking in hallway"). Upon receipt of the Covered Device, Seller will evaluate the issue, make a claim determination, and submit any required information to Administrator to process the claim. Call the Seller at (770) 602-1858 for further information.
- (b) We reserve the right to inspect the Covered Device upon receipt or at the time of service.
- (c) Please note that the Administrator must authorize any repairs or replacements to be eligible for coverage. We may deny any claims or decline to reimburse You for any losses where You fail to follow this Program's claims procedures. or to deliver the Covered Device to the Seller for repair or replacement.
- (d) All claims must be reported within three months from discovery of the product failure and prior to the Expiration Date to be eligible for coverage.

7. EXCLUSIONS. *The following is not covered under Your Program:*

- (a) Losses that are covered under a manufacturer or supplier's warranty or that are subject to a manufacturer's recall;
- (b) Losses other than ADH caused by Your failure to follow or adhere to the manufacturer's operation, care, and maintenance instructions, as outlined in the owner's manual for the Covered Device;
- (c) Losses that occur due to a power surge;
- (d) Any pre-existing conditions or damages to Covered Devices that occurred in the period prior to the Coverage Period;
- (e) Unauthorized modifications, alterations, or enhancements to the Covered Device;
- (f) Damages to nonfunctional or aesthetic parts, normal wear and tear, and cosmetic damage that does not impact the Covered Device's proper operation or functionality, including scratches, peeling, discoloration, stretching, dents, and chips;
- (g) Any accessories that are not included in the Covered Device's original packaging;
- (h) Preventative cleaning, periodic checkups, and maintenance to a properly working and functioning Covered Device;
- (i) Consumable items that are designed to be periodically replaced by You during the life of the Covered Device, such as the main battery (unless Coverage Tier 2 or 3 is applicable), power adapters, protective cases, and styluses;
- (j) Loss or damage other than ADH caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner's manual or instructions;
- (k) Loss or damage caused by intentional, willful, or reckless conduct or use, including failure to utilize a protective case for the Covered Device (if applicable based on the eligibility requirements of this Agreement);
- (l) Loss or damage that occurs while the Covered Device is being shipped or delivered by a shipping carrier (e.g., USPS, UPS, FedEx, DHL, etc.).
- (m) Loss or damage that occurs prior to Your initial issuance of the Covered Device to a student, teacher, or staff end user;
- (n) Incidental, consequential, or secondary damages, including loss of use or any damages arising from delays in requesting or rendering service under this Program;
- (o) Any third party support services or software provided with the Covered Device; software or on-line service performance issues; and losses caused by third-party hardware, software, or accessory items;

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- (p) Any damage caused by unauthorized repairs or parts replacements;
- (q) Loss or damage caused by external causes of any kind other than ADH, including war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, pandemic, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, or acts of God;
- (r) Covered Devices that are lost or stolen;
- (s) Any cost recoverable under any other warranty, guarantee, or insurance policy, in which case, this Program only provides secondary or excess coverage for covered losses (including the cost of any applicable deductible);
- (t) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system within the Covered Device as a result of any cause other than inherent mechanical or electrical failure, including any unauthorized access or unauthorized use of such system, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information;
- (u) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any electronic data within the Covered Device including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack or receipt or transmission of malicious code. Electronic data means any data stored on a computer system;
- (v) Covered Devices that are covered by AppleCare.

We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

8. CANCELLATION

- (a) You may cancel this Program on all Covered Devices for any reason and at any time by initiating a request with the Administrator at (770) 602-1858.
- (b) If You request to cancel this Program within thirty (30) days from the Program Effective Date without making any claims ("Free Look Period"), You will be refunded the full Program Price.
- (c) If You request to cancel this Program within thirty (30) days from the Program Effective Date after making a claim or after thirty (30) days from the Program Effective Date, You will receive at least a pro-rata refund of the Program Price based on the elapsed Term, less the costs of any services or claims made.
- (d) If this Program was inadvertently sold to You on a product that was not intended to be covered by this Program, We may cancel this Program immediately upon notice and return the full Program Price to You.

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- (e) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Program, We may cancel this Program immediately and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

In the event of non-payment by You, We may cancel this Program immediately and without prior notice.

9. MISCELLANEOUS

- (a) Transferability. This Program is not transferable by You to a new owner of the Covered Device for the balance of the original Term.
- (b) Subrogation. If We make any payment under this Program, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) Entire Agreement. This Program represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has authority to change this Program or to waive any of its provisions. No other written or oral statement applies to this Program. No coverage will be provided under this Program if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- (d) Insurance Policy. This Program is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within 60 days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Program when sending correspondence to the insurer.
- (e) Privacy Policy. We respect Your privacy. For information on Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- (f) Assignment. We may assign this Program, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least 30 days' prior written notice of any material changes. You may not change this Program or delegate any of Your obligations.
- (g) **CHANGES TO THE PLAN: WE MAY CHANGE THE ADMINISTRATION PROCESS OF THE PLAN OR CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND**

CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

- (h) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILUE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (i) Severability. If any provision of this Program is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Program shall not in any way be affected or impaired thereby.

10. **ARBITRATION & CLASS ACTION WAIVER**

READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Program—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Program. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

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The American Arbitration Association (“AAA”) will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

11. STATE-SPECIFIC DISCLOSURES:

Connecticut: If Your Term expires while Your Covered Device is being repaired, Your coverage will extend for the applicable Covered Device until the repair is completed. Obligations under this Program are insured by an insurance policy issued by Illinois National Insurance Co. If we fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. Resolution of Disputes: If we are unable to resolve any disputes with You regarding this Program, You may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Georgia: This Program shall be non-cancellable by Us except for fraud, material misrepresentation, or failure to pay consideration therefore due. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44 and 33-7-6. You may cancel this Program: (a) within thirty (30) days after the Program Effective Date if no service has been provided and receive a full refund of the Program price, less any claims paid. If You cancel after thirty (30) days, You will be refunded the unearned premium, less any claims paid and any applicable cancellation fee which will not exceed the lesser of ten percent (10%) of the unearned Plan price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Program. If We cancel this Program after thirty (30) days, We will issue You a one hundred percent (100%) refund of the unearned amount paid, less any claims paid. Obligations under this Program are insured by an insurance policy issued by Illinois National Insurance Co. If we fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661 or call the toll-free number at (800) 250-3819. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Program against Illinois National Insurance Co. pursuant to O.C.G.A. 33-7-6.

Hawaii: Any refund not made within forty-five (45) days shall include ten percent (10%) per month penalty. This Program does not cover consequential damages. In the event we cancel this Program, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Indiana: If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Maryland: If You cancel this Program within twenty (20) days of the date this Program was mailed to You or within ten (10) days of delivery if this Program is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Program. The right to void the service Program during such period is not transferable and applies only to the original Program purchaser. A monthly penalty equal to ten percent (10%) of the outstanding provider fee must be added to a refund that is not paid or credited within

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forty-five (45) days after return of the service Program to Us. Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

New York: You may return this Program within at least twenty (20) days of the date of mailing of the Program or within at least ten (10) days if the Program is delivered to You at the time of sale or within a longer time period if permitted within this Program, and if no claim has been made during this period, the Program shall be void and We shall refund to You the full price of the Program. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Program to Us. This return and penalty provision shall only apply to the original purchaser of the Program.

Oregon: The Arbitration Agreement provision of this Program is replaced with the following: “For the purpose of this Arbitration Agreement, references to “we” and “us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Program Obligor and Administrator, as defined above. Most of your concerns about the Program can be addressed simply by contacting us at (800) 250-3819. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon.”

Utah: Obligations under this Program are insured by an insurance policy issued by Illinois National Insurance Co. If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with Us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. This Program or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Program is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Program during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Program during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Plan by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Program; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all the following: (1) the Program Number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. For any Covered Device failure which is not reported prior to the expiration of this Program will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

PRICING SCHEDULE

[Lexicon to insert pricing schedule your (for entire term) for all devices covered under this agreement]

[Include device type, number, term, service level]

Last Updated 5/22/2024