

WARRANTY TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO A TRIAL BY JURY, AS A MUTUAL BINDING ARBITRATION AGREEMENT IS INCORPORATED.

This Warranty

Your limited warranty ("Warranty") consists of these terms and conditions and Your sales document, such as a Proposal, Service Call Form, or Tune Up Report, that details the work We are to provide for You as well as the terms and conditions associated with that document ("Sales Document") and is the entire agreement between You and Us.

This Warranty covers the labor for the installation or repair of the equipment listed on Your Sales Document ("Equipment") at the property listed on the Sales Document ("Property"). This is not an insurance policy.

This Warranty is between you, the customer listed on the Sales Document ("You" or "Your") and us, the service provider listed on Your Sales Document ("Us", "We", "Our"), the entity providing this Warranty to You, which is a subsidiary of HomeServe USA Corp. ("HomeServe"). We may use third parties to provide elements of this Warranty to You.

How can You contact Us?

Please refer to the address and phone number on Your Sales Document.

Warranty

You must call Us for Included Work to be performed under this Warranty.

What is Included Work?

- If Your Equipment fails or is inoperable due to improper workmanship or installation by Us, We will perform and pay for the costs of all labor associated with the diagnostics and repair of Your Equipment ("Included Work") during the Term.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, ALL REPRESENTATIONS MADE BY US AND HOMESERVE, AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE EQUIPMENT. WE AND HOMESERVE DISCLAIM AND MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OUR AND THEIR AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF US OR HOMESERVE.

Exclusions

What is not included under this Warranty?

General exclusions:

1. Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe; (b) any person or entity other than Us or HomeServe who works on, connects to, modifies, or services the Equipment; or (c) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves, extreme weather, and floods), war, riots, hostilities, strikes, work slowdowns, or acts or threats of terrorism.
2. Excluded Damages (see "Limits of liability"). Your rights and remedies may vary depending on the state where Your Property is located.
3. Correction of, or reimbursement for, any repairs made by You or anyone You hire.

4. Any work not stated to be covered in "What is Included Work?".

Warranty Calls

What is a Warranty Call?

A visit to Your Property by Us where Included Work is performed ("Warranty Call").

When can You request a Warranty Call?

As soon as Your Warranty begins.

How can You request a Warranty Call?

Call Us and a service representative will schedule the Included Work to be performed. Technicians must have safe and clear access to, and safe working conditions at and around the work area. In the event asbestos or any other hazardous material is found to be present, all work will cease until resolved by You. In order to make a Warranty Call Your Warranty must be active.

The Included Work to be performed is entirely determined at Our discretion.

When will Included Work be performed?

Please refer to Your Sales Document for Our hours of service.

Term and renewal

When does this Warranty start and how long is it?

Your Warranty begins on the date the work described in Your Sales Document is performed at Your Property and continues for 12 months ("Term").

Will this Warranty renew?

No. This Warranty will not renew.

Other terms

Privacy policy

We are serious about the private nature of Your personal data. Please read Our Privacy Policy, a link to which can be found at the bottom of every page at <https://www.homeserve.com>, carefully to fully understand how We collect, share, and protect personal data about You. You can also call Us at 1-833-980-3496 to request a copy.

Assignment/Amendment

We may assign this Warranty, in whole or in part, at any time without prior notice to You. We may change this Warranty and delegate any of Our obligations at Our sole discretion and without Your consent provided We give You 30 days' prior written notice of the changes. The changes will become effective 30 days after We send You the notice. You may not change this Warranty or delegate any of Your obligations.

Transfer

You may not transfer this Warranty.

General

Should any of these terms and conditions conflict with the laws of the state Your Property is in they shall be deemed amended so as to comply with those laws. Should certain terms or conditions be held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid.

Equipment and Equipment parts are covered under the manufacturer's warranty and such warranties cannot be changed or canceled by Us.

IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, US AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY. This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of Us or HomeServe. The parties agree that any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis and that no party may participate in a class action lawsuit. In addition, if, notwithstanding the Arbitration Agreement, a claim proceeds in a court of general jurisdiction instead of arbitration, the parties agree that they will not bring or participate in a class action lawsuit.

Limits of liability

To the fullest extent permitted by applicable law, (1) You agree that We and HomeServe, and both of Our respective parents, successors, affiliates, approved technicians and Our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceeds the cost of Included Work provided for in the "What is Included Work?" section of this Warranty, relating to any Included Work performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any Included Work performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided under this Warranty, regardless of whether such damages were foreseeable and whether or not We or HomeServe or anyone acting on behalf of either Us or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Warranty. You may have other rights that vary from state to state.

Arbitration Agreement: YOU, US AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES BY BINDING INDIVIDUAL ARBITRATION as follows:

A. ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM US OR HOMESERVE, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS. For purposes of this Arbitration Agreement, "You" and "Your" refers to all members of the Home covered by this Service Agreement, and each of those individuals is an intended beneficiary of both this Arbitration Agreement and this Service Agreement. This Arbitration Agreement applies to claims no matter when they arose, including claims that arose before You and We entered into this Service Agreement. This Arbitration Agreement also applies to claims involving past, present, or future officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of Us or HomeServe. In addition, this Arbitration Agreement covers any claims against Us or HomeServe that You

may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules, and, if applicable, its Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement. The Federal Arbitration Act applies. Unless You and We agree otherwise, any arbitration hearings will take place in the county where You reside.

- B. A party may commence an arbitration proceeding only if the parties do not reach an agreement to resolve the claim during the Informal Resolution Period.**
1. You may commence the arbitration process by first sending HomeServe, and HomeServe may commence by first sending You, a written notice of claims ("Notice") and then engaging in good faith negotiations of the claims in an effort to resolve them without the need for arbitration proceedings. A party's Notice must include their: (1) name; (2) mailing address; (3) email address; (4) telephone number; (5) description of claim(s) (including, where applicable, specific dates); (6) specific relief sought; (7) physical or electronic signature; and if the party hired an attorney, (8) signed statement authorizing the other parties to disclose the party's account records to the attorney for the other parties if necessary. Your Notice should be sent to HomeServe by certified mail at 7134 Lee Highway, Chattanooga, TN 37421. HomeServe's Notice should be sent to the address HomeServe has on file for You.
 2. A party can request a telephone or video call with the other parties for an informal attempt to resolve the claim within 60 days after a party's Notice is sent ("Informal Settlement Conference"). If timely requested, the parties will work together to select a time and place or method for the Informal Settlement Conference. The parties' business representatives (if any) must participate in a good faith effort to settle the claims of the party who sent the Notice. The parties' attorneys may also participate, if applicable.
 3. A party's right to file for arbitration with the AAA will be paused until 30 days after the Informal Settlement Conference ("Informal Resolution Period"). If the parties are not able to resolve the claim to the satisfaction of the party who sent the Notice within the Informal Resolution Period, that party may commence arbitration proceedings with the AAA. Any applicable statute of limitations or contractual limitations period(s) related to the claims in Your Notice will be paused during the Informal Resolution Period.
 4. **A PARTY MUST PROVIDE A NOTICE, PARTICIPATE IN THE INFORMAL SETTLEMENT CONFERENCE AND WAIT UNTIL THE INFORMAL RESOLUTION PERIOD HAS ELAPSED BEFORE COMMENCING AN ARBITRATION PROCEEDING.** If any aspect of these requirements has not been met, the parties agree that a court can prevent any party from filing and/or prosecuting an arbitration, and, unless prohibited by law, the arbitration administrator shall not accept or administer an arbitration nor assess fees in connection with such arbitration.
- C. THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Service Agreement, all parties are waiving their respective rights to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on Your own behalf and cannot seek, nor may an arbitrator award, relief that would affect other parties. If a court decides that applicable law prevents enforcement of any of this Section C as to any of Your claims or

requested relief, then those specific claims or requests must be removed from arbitration and You may bring them in court.

D. We will reimburse You at the conclusion of the arbitration proceeding for any fees that the AAA charges You for arbitration of the claim, so long as You complied with the entirety of the terms of this Arbitration Agreement and Your claim was not determined to be frivolous or brought for an improper purpose by an arbitrator or judge.

E. If 25 or more service agreement holders submit notices or seek to file arbitrations raising claims similar to Yours and are represented by the same or coordinated counsel (regardless of whether the cases are submitted at the same time), all of the cases must be resolved in arbitration in stages using staged trial, or "bellwether," proceedings if they are not resolved during their Informal Resolution Periods. You agree to this process even though it may delay the arbitration of Your claims.

1. In the first stage, each side shall select 20 cases (40 cases total) to be filed in arbitration and resolved individually by different arbitrators, with each case assigned to an arbitrator from the state in which the service agreement holder resides. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section E. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible.

2. If the remaining cases are unable to be resolved after the conclusion of the first stage bellwether proceeding, each side shall select up to another 20 cases (40 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement. During this second stage, no other cases may be filed in arbitration.

3. If any claims remain after the second stage, this process will be repeated until all claims are resolved through settlement or arbitration, with two alterations:

- First, a total of 60 cases may be filed each round (unless a higher number of cases is mutually agreed upon in writing).
- Second, arbitrators who were assigned cases in previous rounds may be appointed to new cases.

4. If this section E applies to Your Notice, Your claims and requested relief shall be paused from the beginning date of Your Informal Resolution Period until Your Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved.

5. A court will have authority to enforce this section E, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations.

6. This Section E and each of its requirements are intended to be severable from the rest of this Arbitration Agreement. If Section E or any portion of it is determined to be unenforceable, then the remainder of the Arbitration Agreement shall continue in full force and effect.

F. BY AGREEING TO ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO PROCEED IN COURT AND TO A JURY TRIAL.

G. Notwithstanding this Arbitration Agreement, any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.