

DEALER AGREEMENT

This Dealer Agreement ("Agreement") is made and entered into by and between Administrator and Dealer as identified below and shall be deemed effective as of the date set forth in the signature block ("Effective Date"). Administrator has expertise in administering extended service contracts, ancillary products, free limited warranty ("Limited Warranty") and trade in protection plans (collectively "Protection Plans") and desires to assist Dealer in selling, maintaining and administering the Protection Plan program ("Program") for the benefit of Dealer and the Protection Plan Holders. Dealer is in the business of repairing new and/or used vehicles/crafts and desires to provide repair services for its customers who have purchased a Protection Plan ("Protection Plan Holder(s)").

1. **Sales.** Administrator directly or through its related entities shall administer the Program for Dealer.
 - 1.1. Dealer shall use its best efforts to market the Program and faithfully perform in every way its duties in compliance with the instructions of Administrator. Dealer shall not sell, solicit the sale of, or accept requests to purchase Protection Plans via the internet.
 - 1.2. Administrator shall furnish Dealer with Protection Plan forms and other supplies approved by Administrator necessary for Dealer to implement the Program, all of which shall remain the property of Administrator and shall be returned to Administrator in the event of the termination of this Agreement or upon demand of Administrator.
 - 1.3. Dealer shall offer to its customers, Protection Plans on a form approved in writing by Administrator. Each approved Protection Plan shall be sold only with respect to a qualifying vehicle/craft and at the fee indicated by Administrator as the Protection Plan Fee ("Protection Plan Fee") in Administrator's then current rate chart ("Rate Chart") and subject to Administrator's current procedures, coverages, rules and regulations. Administrator may at any time revise its procedures, coverages, rules, and regulations and Dealer shall promptly conform to any such revisions. Administrator shall not be obligated to perform administrative services with respect to any Protection Plan sold by Dealer on a form which has not been approved by Administrator or the use of which has been discontinued by Administrator or otherwise sold in violation of this Agreement. Dealer shall have no authority to alter, modify, waive or discharge any terms or conditions of any Program or any approved Protection Plan, or to incur any liability on behalf of Administrator, or to make representations about Protection Plan coverage not contained in the Protection Plan.
 - 1.4. Dealer represents and warrants that it shall not, directly or indirectly, make any misrepresentation to a customer regarding: (i) the nature, status, or coverage of the Protection Plans, (ii) the extent of Dealer's relationship with the customer or its role with respect to the Protection Plans, (iii) the identity of the administrator or obligor of the Protection Plans, or (iv) the status of the manufacturer's warranty. Dealer shall provide accurate coverage, cancellation and price-related information to customers. Dealer agrees that it will comply with the cancellation and refund provisions and all other provisions of the Protection Plans. To the extent applicable, Dealer shall make its privacy policy available on its website.
 - 1.5. Dealer may elect to offer month-to-month Protection Plans at a fee indicated by Administrator as the Dealer Fee ("Dealer Fee") to its customers using a software application, provided by Administrator, to facilitate payment by customers directly to Administrator and to facilitate reporting to Administrator. Dealer acknowledges that the initial software setup provided by Administrator to facilitate the sale, payment and reporting of month-to-month Protection Plans shall include a standard interface, shall incorporate the logo designated for the Protection Plan Program, phone number and standard screen coloration. Dealer agrees that enhancements requested by Dealer shall be billable at a rate of \$125.00 per hour (with a 2 hour minimum), must be submitted in writing to Administrator and shall be performed by Administrator only if Administrator determines it has capacity to do so. If Administrator approves Dealer's request for enhancements, programming changes shall be completed as soon as reasonably practicable by Administrator.
 - 1.6. Administrator shall pay a specified amount to Dealer or its designee with respect to certain Protection Plans sold pursuant to this Agreement ("Third Party Pass Through Payment"). The amount and eligibility requirements for payment shall be provided in a format approved by Administrator. Third Party Pass Through Payment shall not be considered due until such Protection Plan has been accepted by Administrator and fully paid to Administrator. Furthermore, payment of Third Party Pass Through Payment shall be contingent upon Dealer or the applicable Payment Provider, as defined below, remitting an amount equal to the Third Party Pass Through Payment in addition to any and all other amounts payable to Administrator for the applicable Protection Plan. Administrator shall determine eligibility for Third Party Pass Through Payment with respect to Protection Plan(s) based on the net amounts received by Administrator from the sale or distribution of the Protection Plan(s). For purposes of this determination, "net amounts received" by Administrator shall mean the amount remaining from the gross sales price of the Protection Plan after deducting all applicable taxes and cancellations. Payment of Third Party Pass Through Payment amounts to Dealer or its designee shall be made by Administrator on a monthly basis, in arrears.
 - 1.7. All amounts constituting Protection Plan Fee which are received by Dealer from the sale of Protection Plans shall remain at all times the property of Administrator and insurance company, and neither Dealer nor any third party claiming under, through or on behalf of Dealer shall have any interest in, or rights with respect to, such amounts. All amounts constituting Protection Plan Fee which are received by Dealer from the sale of Protection Plans shall be held separately in a fiduciary capacity by Dealer for the benefit of Administrator and the insurance company, until remitted to the Administrator. Dealer acknowledges and agrees that no acts or omissions by either party shall be deemed to waive or modify the creation of the fiduciary relationship as to the amounts referenced in the preceding sentence. Dealer agrees to remit to Administrator funds representing the Protection Plan Fee relating to each Protection Plan sold by the Dealer, within a maximum of thirty (30) days after Dealer issues the Protection Plan, along with a properly executed copy of such Protection Plan. Any amounts identified as due to Administrator for prior Protection Plan sales once a periodic Dealer statement has been provided to Dealer by Administrator, via Administrator's online systems, shall be immediately due to Administrator. If such amounts have not been paid by the close of the month following the month in the Dealer statement was made available, the amounts due to Administrator may be deducted from any cancellation refunds due to Dealer from Administrator or the applicable Protection Plan(s) may be subject to rejection. Late submission and/or payment for a Protection Plans may result in a surcharge and a denial of claims.
 - 1.7.1. Administrator shall be responsible for setting the Protection Plan Fee for each Protection Plan sold by Dealer. Such Protection Plan Fee shall be presented to Dealer in the current Rate Chart. The Rate Chart may be

periodically adjusted by Administrator and any adjustment shall take effect no more than thirty (30) days after Dealer receives notice, in writing, of the revised Rate Chart.

- 1.7.2. If Dealer fails to properly remit funds and expenses for any Protection Plan issued by it, Dealer shall be responsible for any costs and expenses which may include, without limitation, the costs of repair, the Protection Plan Fee and the amount of any cancellation refunds. The failure of Dealer to properly remit funds for any Protection Plan issued by it shall constitute a material breach of this Agreement.
- 1.7.3. Upon receipt of amounts representing the Protection Plan Fee or Dealer Fee for Protection Plans sold by Dealer, Administrator shall forward insurance premiums to the insurance company for the insurance covering Protection Plans sold by the Dealer.
- 1.7.4. Periodically, Administrator shall make available to Dealer statements reflecting sales paid and reported for the previous month. If Dealer has objections with respect to any information contained in such statement, Dealer shall communicate such objections to Administrator, in writing, within thirty (30) days of the date the statement is made available to Dealer. Any and all objections not received in writing, by the Administrator, within the thirty (30) day period shall be deemed waived and abandoned.
- 1.8. In the event of a cancellation request, Administrator shall calculate the pro rata refund associated with any Protection Plan Fee or Dealer Fee previously paid to Administrator, which is due to the Protection Plan Holder or entity financing the Protection Plan ("Payment Provider"). Such pro rata refund shall be determined by Administrator in accordance with the Protection Plan terms and conditions, Payment Provider requirements and applicable law. Administrator shall promptly process cancellation requests, which are received with all required documentation, and shall issue any refunds due to Dealer in a timely manner. Except with respect to month to month Protection Plans, Dealer shall be solely responsible for remittance of any cancellation refund due to the Protection Plan Holder or any other party entitled to receive such refund under law.
 - 1.8.1. If a Protection Plan is cancelled which was financed through a Payment Provider, Dealer shall refund to such Payment Provider a pro rata portion as specified by Administrator.
 - 1.8.2. If a Protection Plan is cancelled which was not financed through a Payment Provider, Dealer shall refund to the Protection Plan Holder a pro rata portion (unless required by law to return the entire amount) as specified by Administrator.
 - 1.8.3. For all Protection Plans (whether financed through a Payment Provider or not and including month-to-month Protection Plans), Dealer shall pay Administrator a cancellation fee regardless of the reason for cancellation, and Administrator shall be entitled to deduct such amount from the pro rata portion of the Protection Plan Fee which shall be returned. If Administrator pays Dealer an amount representing a pro rata portion of the Protection Plan Fee relating to a cancelled Protection Plan (other than a month-to-month Protection Plan), Dealer shall be solely responsible for remitting the full amount of any cancellation refund to the Protection Plan Holder of the canceled Protection Plan or any other party entitled to receive such refund under law.
 - 1.8.4. If a Protection Plan is cancelled for which Third Party Pass Through Payment was paid to Dealer's designee, such cancellation shall result in the pro rata cancellation of the Third Party Pass Through Payment. Dealer shall be responsible for paying Administrator for the pro rata portion of Third Party Pass Through Payment for any cancelled Protection Plan(s); such pro rata portion to be determined by Administrator in accordance with the terms of the Protection Plan and applicable law. Administrator shall have no obligation to seek repayment from Dealer's prior or current designee of Third Party Pass Through Payment. Administrator shall have a right to offset amounts owed by Dealer, as a result of such pro rata portion of Third Party Pass Through Payment, against any amounts owed to Dealer by Administrator.
- 1.9. Dealer shall fully and accurately complete the certified inspection checklist or similar form ("Inspection Form") provided by Administrator for each eligible vehicle covered under a Limited Warranty and retain a copy of such completed Inspection Form until the expiration of the Limited Warranty. Dealer shall complete and document any repairs necessary to meet the requirements of the Inspection Form. Limited Warranties must be attached to all eligible vehicles. Dealer shall prominently display the existence of the Limited Warranty for customers review prior to purchase. Dealer shall only offer the Limited Warranties to customers at no additional cost. Administrator shall have no obligation to reimburse Dealer for any claims under a Limited Warranty if Dealer has failed to fully and accurately complete the Inspection Form.
- 1.10. Dealer shall only offer the Trade In Protection Plan to customers at no additional cost. Administrator shall have no obligation to reimburse Dealer for any claims under a Trade In Protection Plan if Dealer has failed to fully and accurately complete the paperwork required by Administrator.
- 1.11. Administrator shall have the right of first refusal with respect to the opportunity to market Protection Plans as a result of a "missed point of sale". Administrator reserves the right to market renewal of Protection Plans issued under this Agreement. Such right to renew shall survive termination of this Agreement.
2. **Service or Claim.** Dealer shall contact and notify Administrator of any potential claim. In connection with any claim, Dealer shall report the following information to Administrator: Protection Plan number; Customer name, address and telephone number; vehicle/craft make, model, year, unique identifying number (e.g. VIN, hull, or motor) and current mileage; Owner's original complaint, Dealer's diagnosis and description of required repair; cost of repair including labor, required parts, cost of each required individual part and sublet cost and any information or documentation requested by Administrator. Administrator shall review report associated with a potential claim to determine eligibility for payment under the Protection Plan;
 - 2.1. Administrator shall verify the labor rates and parts prices that shall be used for any repair made pursuant to this Agreement.
 - 2.1.1. The labor time authorized by Administrator to complete a repair shall be based upon one of the following nationally recognized labor guides: original equipment manufacturer labor guides, All-Data, Chilton, Mitchell, Mitchell OnDemand, or Spader. Upon execution of this Agreement, Dealer shall advise Administrator of Dealer's preferred labor guide to price any repairs which may be authorized by Administrator under this Agreement. Once Dealer establishes the Dealer's preferred labor guide, all repairs shall be priced consistent with such manual. If

- Dealer elects to change Dealer's preferred labor guide, Dealer shall submit such request in writing to Administrator for prior written approval. Such approval shall not be unreasonably withheld.
- 2.1.2. Upon execution of this Agreement, Dealer must notify Administrator of Dealer's hourly labor rate. The Administrator shall authorize repairs based upon either (a) the dealership manufacturer's approved retail labor rate or (b) the average retail labor rate charged by similar facilities in the same geographic region ("ARLR"). If the ARLR is elected by Administrator, the actual labor rate charged by Dealer may not exceed the ARLR. If Dealer requests a higher labor rate at any time in the future, Dealer shall submit such request in writing to Administrator. Such higher labor rate shall be used only following written approval of Administrator.
 - 2.1.3. Sublet work shall be reimbursed at the lesser of (a) Dealer's cost plus ten percent (10%) or (b) \$75.00 provided, however, that if the entire repair has been sublet, it shall be reimbursed only at Dealer's cost.
 - 2.1.4. The cost of replacement parts for covered claims shall not exceed the manufacturer's suggested retail price.
 - 2.1.5. Administrator reserves the right, in its sole discretion, to adjust parts and labor reimbursement. Administrator shall provide notice of such changes and such changes shall apply only to repairs commenced thirty (30) or more days after Dealer has received notice of such changes.
 - 2.1.6. Dealer shall be solely responsible for the following: (a) Parts, labor or other services provided which are (i) not authorized by Administrator; (ii) not specifically covered by Protection Plan; (iii) specifically excluded by Protection Plan; (iv) a result of Dealer's failure to perform original repair in a good and workmanlike manner; (b) Any pre-existing conditions for any breakdown occurring (i) before coverage takes effect; (ii) prior to the Protection Plan purchase or coverage date (as applicable), (iii) if the information provided by Dealer cannot be verified as accurate or is found to be deceptively inaccurate; (c) Repair covered by (i) a manufacturer's warranty, (ii) repairer's guarantee, or (iii) service contract or other similar agreement, and (d) Shop supplies, hazardous material and/or environmental disposal fees.
 - 2.1.7. Administrator shall in its sole discretion determine if Dealer may utilize replacement parts which are new, rebuilt or of "like kind and quality" based on the nature of the repair and the specific vehicle/craft involved.
- 2.2. Administrator shall provide a reference number with an agreed upon claim amount related to an approved repair under the Protection Plan.
 - 2.3. Dealer shall submit a repair order to Administrator for completed repairs not more than sixty (60) days after the completion of such repairs. Administrator may reject any improperly submitted repair order, and such related repairs shall be the responsibility of Dealer.
 - 2.3.1. Administrator shall review such repair orders to determine eligibility for payment under the Protection Plan. Administrator shall only process repair orders that contain the following information: Protection Plan number; Customer name, address and telephone number; vehicle make, model, year, unique identifying number (e.g. VIN, hull, or motor), and current mileage; Customer's original complaint, Dealer's diagnosis and description of required repairs; cost of repair including labor, required parts, cost of each required part and sublet cost; Administrator's reference number and agreed upon claim amount; and Customer's signature.
 - 2.3.2. Administrator shall provide payment based upon the established reference number and the agreed upon claim amount which payment shall constitute payment in full.
 - 2.3.3. Dealer shall be solely responsible for collecting, directly from the owner of the vehicle/craft, (a) the Protection Plan deductible (if any) for the repair, and (b) the cost of any non-covered and/or unauthorized parts, labor or other services.
 - 2.4. Administrator may require an inspection to document the claim. Inspections shall be performed by independent companies, normally completed within forty-eight (48) hours. Dealer shall be advised if an inspection has been scheduled.
 - 2.5. Dealer shall warrant all repairs and other services provided pursuant to this Agreement against defects in workmanship and materials, under normal use, for a minimum period of twelve (12) months or twelve thousand (12,000) miles after the service date, whichever comes first.
3. **Term.** The term of this Agreement will begin on the Effective Date and continue until terminated, by either party, upon written notice by the terminating party and the expiration of the thirty (30) day period following notice.
 4. **Termination.**
 - 4.1. This Agreement may be terminated by the Administrator immediately, if the Dealer fails to remit to the Administrator, on a consistent and timely basis, any and all amounts due to Administrator. Termination for failure to remit such amounts shall be effective immediately upon receipt by the Dealer of written notice from the Administrator.
 - 4.2. This Agreement shall terminate automatically and in its entirety, without notice from Administrator, if (a) a petition of bankruptcy is filed by or against Dealer, (b) Dealer has made an assignment for the benefit of creditors or has been voluntarily adjudicated as bankrupt by any court of competent jurisdiction, (c) a petition for reorganization of Dealer, or an arrangement with creditors is filed by or against Dealer, (d) a receiver has been appointed for all or a substantial part of Dealer's business, or (e) Dealer has permitted or suffered any attachment, levy, or execution agreement.
 - 4.3. In the event a party (a) materially defaults in the performance of any of its duties or obligations under this Agreement, or (b) commits any fraud in connection with its performance under this Agreement, the other party may terminate this Agreement, in its entirety, by providing written notice to the defaulting or fraudulent party. Termination of this Agreement for fraud or material breach shall be effective immediately upon receipt of written notice by the non-terminating party.
 - 4.4. Termination of this Agreement, shall not alter the responsibilities of the parties with respect to Protection Plans issued and paid for prior to the date of such termination and shall not alter Dealer's responsibilities with regard to the handling of refunds and each other payment obligation set forth herein.
 5. **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 parents or subsidiaries without the prior written consent of the other party of the proposed use. Furthermore, neither party shall issue any press release or disclosure to the general public regarding (a) the terms or execution of this Agreement; or (b) in any way make reference to its relationship with the other party or the other party's related entities, without the prior written consent of the other party.

6. **Indemnification.** Dealer shall indemnify and hold Administrator, its parent, affiliates, related entities, officers, directors, employees, and agents harmless from and against any and all claims, actions, demands or liabilities (including, but not limited to attorneys' fees and other legal costs) of any type arising out of or resulting from Dealer's negligence, gross negligence, willful misconduct or breach of this Agreement, its failure to comply with any and all applicable laws, rules, regulations and ordinances or resulting from any act or omission by Dealer or its employees, if any.
7. **Limitations on Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY 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 NO EVENT SHALL ADMINISTRATOR'S LIABILITY TO DEALER FOR ANY CLAIM, LOSS, LIABILITY, COST OR EXPENSE RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER BASED IN WHOLE OR IN PART ON NEGLIGENCE, EXCEED THE AMOUNTS REMITTED BY DEALER TO ADMINISTRATOR IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, LOSS, LIABILITY, COST OR EXPENSE. FURTHER, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY TAX LIABILITY OR ASSOCIATED PENALTIES.
8. **Insurance.** Dealer shall procure, pay for, and maintain such policy or policies of insurance as are required by law or as are commercially reasonable for the transaction and business contemplated by this Agreement.
9. **Confidential Information.** Dealer acknowledges that by reason of the business relationship created by the Agreement, Dealer shall have access to certain information and materials concerning Administrator's business plans, agents, customers, technology, pricing and products that are confidential and of substantial value to Administrator, which value would be impaired if such information were disclosed to third parties. Except as otherwise provided, Dealer shall not use in any way for its own account or the account of any third party, nor disclose to a third party, any such confidential information revealed to it by Administrator or accessible to Dealer pursuant to this Agreement. Disclosure of confidential information by Dealer 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 Dealer or becomes available in the public domain through no fault of Dealer.
10. **Information Security.** Both parties agree that during the term of this Agreement, 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, customers, insureds or claimants. Accordingly, both parties agree to 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 ("Security Procedures"). Each party further agrees to immediately notify the other party of any actual or potential data breach involving NPI and to appropriately document any and all corrective actions taken. Both parties represent and warrant that it will contractually require its subcontractors to comply with Privacy & Data Laws and to maintain Security Procedures. To the extent that Dealer is authorized by Administrator to offer the Program in any Provinces or Territories of Canada, the parties shall comply with the Personal Information and Protection of Electronics Documents Act ("PIPEDA"), with regard to information received from Canadian residents.
11. **Customer Data.** In connection with the sale or ongoing administration of a Protection Plan, except as otherwise mutually agreed to in writing by the parties, the parties shall not collect the following NPI from customers: social security number, account passwords or pass codes, driver's license or government-issued identification numbers, mother's maiden name, healthcare or disability records. Further, the parties agree that they shall only solicit data or information from customers if such data or information is necessary to transact the sale or to perform the ongoing administration of the Protection Plan. And, each party agrees that it shall not send or otherwise make available to the other party any information described in this Section, unless agreed to in writing, in advance. Neither party shall share NPI with any other person or entity unless such sharing is necessary to transact the sale or to perform the ongoing administration of the Protection Plan. 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).
12. **Record Retention and Audit.** Dealer shall keep, maintain and preserve during the term of this Agreement and for five (5) 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. Administrator's authorized representatives shall have the right to audit, inspect and copy such records of the Dealer, 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 the Administrator.
13. **Relationship.** The relationship between the parties shall be that of independent contractors. This Agreement is not intended to, nor does it create, a principal/agent, employer/employee, partnership or joint venture relationship between the parties.
14. **Governing Law.** 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.
15. **Compliance with Laws.** Each party shall, at its own expense, comply with any and all applicable local, state and federal laws, ordinances, codes, rules (including but not limited to rules promulgated by the Office of Foreign Assets Control) or those laws applicable to a marketer or seller of Protection Plans and regulations now or hereafter pertaining to its obligations under this Agreement.
16. **Dispute Resolution.** Any dispute relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be at a location within thirty (30) miles of Bedford, Texas. The arbitration shall be conducted by a single arbitrator who shall be bound to apply the laws of the State of Texas and, where applicable, federal law. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The fact that arbitration is or may be used by the parties shall not impair the exercise of any termination rights under this Agreement.

17. **Notices.** Administrator may provide notice to Dealer under this Agreement by posting it on its program website, emailing it to the email address Dealer provided, or mailing it to the street address provided. Dealer shall notify Administrator of any changes to email address or street address in writing. Notice sent by Administrator shall be considered to be received by Dealer within 24 hours of the time it is posted to their respective program website or emailed to Dealer unless Administrator receives notice that the email was not delivered. All notices, demands, or communications from Dealer regarding this Agreement 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 herein. Notice sent by overnight courier shall be deemed received on the day following shipping. Notice sent by USPS shall be deemed received on the third day following mailing.
18. **Waiver.** The failure by either party to require strict performance of any provision of this Agreement shall not be a waiver of such provision in the future. Neither party shall be deemed to have waived any provision of this Agreement unless such waiver is set forth in a writing signed by the waiving party.
19. **Assignment.** Dealer 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.
20. **Amendment.** This Agreement may be amended or supplemented only by a written agreement of both parties.
21. **Severability.** If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written and oral agreements between the parties relating to such subject matter.

IN WITNESS WHEREOF, the parties have agreed as of _____.

Dealer	_____	Administrator	_____
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Corporate Entity:	_____	Corporate Entity:	Warrantech Corporation
Doing Business As:	_____		
Street Address:	_____	Street Address:	2200 Highway 121, Suite 100
City, State, Zip:	_____	City, State, Zip:	Bedford, TX 76021



Warrantech

An AmTrust Financial Company

DEALER PROFILE

Dealership Corporate Name _____

Dealership d/b/a _____

Address _____

City _____ State* _____ Zip Code _____

Email _____

Phone _____ Fax _____

Franchise(s) Represented _____

Preferred Lenders** _____

Dealer Principal _____ General Manager _____

F & I Manager _____ Office Manager _____

Service Manager _____ Service Phone _____

Retail Labor Rate \$ _____ Per Hour Shop Manual Used _____

Agent/Agency Name _____ Agent # _____

* State eligibility varies by program; Some states may require specific forms. Program specific approved states lists can be obtained by contacting your Agent Representative.

** Programs are submitted to all major lenders which allow Administrator product submission for approval. Many lenders do not allow Administrator product submissions and require Dealer submission for review and approval. Program specific approved lender lists can be obtained by contacting your Agent Representative.

Program(s) Installed

Your Agent Representative is required to provide a completed Product Installation/Change Sheet detailing each program installed. Some programs may have program specific Product Installation/Change Sheets. Some programs cannot be installed and/or offered simultaneously.

- _____
- _____
- _____
- _____
- _____

Administrative Office Use

DEALER #

E-MAIL:

2200 Hwy 121, Suite 100, Bedford, TX 76021

autoagreements@amtrustgroup.com

PHONE:

(800) 358-2655

FAX:

(817) 785-6743

VSCONLINE
DEALER SIGN UP FORM
www.vsonline.com

VSCOnline is an internet application developed by Warrantech Automotive, Inc., for use by its Dealers and Agents. The internet application is designed for Vehicle Service Contract entry and certain account reconciliations. VSCOnline is owned and operated by Warrantech Automotive, Inc. Any questions about the application can be answered by clicking on the "User Guide" option in the application itself, or by calling 800-358-2655.

DEALER NAME _____ DEALER # _____

DEALER ADDRESS _____

*CONTACT PERSON _____

TITLE _____

TELEPHONE NUMBER _____

You will be set up within 24 hours of receipt. If not, call (800) 358-2655.

*Contact person should be the person who will manage the access of VSCOnline.

USER ID

PASSWORD

DL_ _____

FI_ _____

DL and FI login functions differ. Please contact your Agent Representative for login descriptions. One user ID and Password for each login type is allowed.

Example: DL_##### (#'s represent **Your** dealer number). **You** choose the password that will enable those whom are granted access by **You** to access VSCOnline. **Your** password should be at least 6 characters long but not to exceed 14 characters long. For security reasons, choose a password that is complex, and not the first 6 characters of **Your Dealership's** name.

Minimum System Requirements

- Pentium Class CPU
- 32 Megabytes RAM
- 33.6 Kbps Internet Connection
- 15" Monitor
- Internet Explorer 5.0** or newer
(www.microsoft.com/ie)
- Inkjet Printer

Recommended Print Settings

- NO Headers OR Footers
- 0.25" Margins on ALL sides

Recommended

- Pentium 166 or better
- 64 Megabytes RAM or better
- 56 Kbps Internet Connection or faster
- 17" Monitor or bigger
- Lazer Quality Printer

Recommended Video Settings

- 1024 x 768 Resolution
- 32 Bit Color