

Aon Innovative Solutions

SERVICE CENTER AGREEMENT

THIS SERVICE CENTER AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, _____, by and between Aon Innovative Solutions, Inc. ("Company"), a Missouri corporation with offices at 1795 Clarkson Road, Chesterfield, Missouri 63017 and _____ ("SC"), a _____ corporation with offices at _____ State _____ Zip _____ Telephone (____) _____-_____.

PREAMBLE:

WHEREAS, the parties hereto desire that SC perform service covered by extended service agreements administered by Company, or by any other person or entity designated in writing by Company ("Service Agreements").

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows.

1. **Services.** SC agrees to provide service covered by Service Agreements that are in full force and effect to Service Agreement holders ("Holders") whose products are covered by Service Agreements and are listed in Appendix A hereto (such service on such products, "Covered Service," and such products, "Covered Products").
2. **Equipment and Rates.** The parts reimbursement rates payable by Company for Covered Service is set forth on Appendix A of this Agreement. Appendix A also sets forth the rate payable by Company for labor to perform Covered Service. The only equipment for which SC may provide services under this Agreement is also set forth in Appendix A.
3. **Representation and Warranty.** SC hereby represents and warrants to Company that the person executing this Agreement on behalf of SC is duly authorized by SC, that this Agreement is a valid and legally binding obligation of SC enforceable according to its terms, and that this Agreement does not conflict with any agreement, covenant, or order binding on SC.
4. **Covered Service.**
 - a. SC shall perform Covered Service in accordance with this Agreement.
 - b. In performing Covered Service SC shall restore each Covered Product to its proper working condition as determined by Covered Product manufacturer specifications.
5. **Reputation.** During and after the term of this Agreement SC shall not engage in any act damaging the business reputation, goodwill, or image of SC, Company, any retailer of Covered Products or Service Agreements, or any manufacturer of Covered Products.
6. **Service Area.** When in-home service or on-site service is required by Company or Service Agreements, SC will perform Covered Service on the Holder premises where the Covered Product is located ("Holder Premises"). Service calls to render Covered Service at a Holder Premises shall be charged to Company at the rates mutually agreed by SC and Company. The "Normal Service Radius" from SC to the Holder Premises is twenty-five (25) contiguous land miles, or the usual service radius of SC, whichever is greater. SC shall not be reimbursed for mileage or time charges ("M/T Charges") resulting from performance of Covered Services outside of the Normal Service Radius unless Company has given its prior approval of M/T Charges. If Company approves M/T Charges, SC will be reimbursed the M/T Charges approved by Company. SC shall immediately advise Company of any request for a service call to perform Covered Service which is outside the Normal Service Radius.

- 7. Obligations of SC.** SC agrees to:
- a. Conduct business and perform Covered Service in a prompt, courteous, workmanlike, competent, professional, and ethical manner.
 - b. Retain all invoices and records of parts and labor for Covered Service performed by SC for two (2) years following the date such Covered Services are performed.
 - c. Maintain suitable repair facilities, service vehicles, test equipment, and parts inventories in accordance with professional service industry practices and Covered Product manufacturer requirements. SC will also provide pictures of service areas if requested by Company.
 - d. Subscribe to all pertinent Covered Product manufacturer service literature.
 - e. Comply with all national, state and local license, or registration laws, and all other laws applicable to SC's business including all consumer protection laws.
 - f. Employ properly trained technicians competent to perform Covered Services.
 - g. Warrant from the date of Covered Service all parts and labor for Covered Service for a minimum of ninety (90) days. SC will hold replaced parts, unless returned under manufacturers warranty, for inspection by Company for a period of ninety (90) days following the date of service, except where prohibited by law.
 - h. Permit Company, at all reasonable times during normal business hours, to inspect on SC's premises all books, records, invoices, and replaced parts related to SC's performance of this Agreement.
 - i. Prominently mark Company's servicer number for SC and Company's claim authorization number on each claim for Covered Service submitted to Company.
 - j. Submit claims for Covered Service using forms acceptable to Company bearing SC's signature and the signature of the Holder for whom such Covered Service was performed.
 - k. Submit all claims for Covered Service to Company within thirty (30) days of the date on which such Covered Service was rendered. SC shall not submit any claims to Company for anything which does not constitute Covered Service.
 - l. Not charge Holders for any Covered Service.
 - m. Obtain authorization from Company prior to performing Covered Service.
 - n. Submit no claims to Company for any service (including warranty parts) covered by any express or implied guarantee or warranty of SC, or of any retailer, manufacturer, distributor, or other person or entity.
 - o. Promptly notify Company of any complaints regarding SC's performance of this Agreement.
 - p. Notify Company if SC is no longer under agreement with or authorized by any Covered Product manufacturer to provide service on Covered Product.
 - q. Completely and accurately complete Appendix A hereto to list the rates and equipment mutually agreed by SC and Company under this Agreement. Appendix A is subject to Company's review and approval.
- 8. Obligations of Company.** Company agrees to:
- a. Reimburse SC for the cost of initial replacement parts and for labor costs as set forth in Appendix A hereto only for Covered Service authorized by Company which is performed by SC on Covered Products in accordance with this Agreement.
 - b. Mail checks in payment of non-disputed claims for Covered Service performed by SC no later than thirty (30) working days after Company's date of receipt and approval of such claims.
 - c. Upon request by SC, provide SC with sample copies of Service Agreements for Covered Products.
 - d. Maintain current financial disclosure statements on file with the Service Contract Industry Council.
- 9. Non-Disclosure of Confidential Information.** SC agrees that during and after the term of this Agreement it will not use any Confidential Information except to perform this Agreement or disclose to third parties any Confidential Information. "Confidential Information" is all confidential and proprietary information of Company including all information related to failure rates of Covered Products, lists of Holders and Service Agreement sellers, and the terms and conditions of this Agreement. Confidential Information shall not include any information that enters the public domain without any fault of SC, which SC learns from a third party not under any obligation not to disclose such information, or which SC is required by law or court order to disclose in which case SC will immediately provide Company notice of such law or court order and the opportunity for Company to obtain a protective order.

10. Indemnity. SC will indemnify, defend, and hold harmless Company and its designees from and against any and all claims, costs including court costs and attorneys' fees, actions, losses, damages or other liability whatsoever arising in connection with any breach of this Agreement by SC or any express or implied warranty or guaranty by SC or its affiliates or their officers, directors, shareholders, employees, agents, successors, or independent contractors (the aforesaid, "SC Persons"), or any negligence, misconduct, misrepresentation or defective workmanship of any SC Persons.

11. Term. This Agreement commences on the date hereof and continues until terminated as indicated below. This Agreement may be terminated by either party, at any time for any reason, by giving at least thirty (30) days written notice of termination to the other party. Notwithstanding termination of this Agreement, SC will finish performing Covered Service for any Service Agreement claim reported to SC prior to Agreement termination.

12. Insurance.

- a. SC agrees to obtain and maintain in full force and effect, with insurance companies having an A.M. Best's Rating of A-VIII or better, not less than the following insurance coverages listed below. All such insurance coverages shall be occurrence based and not claims made.
 - i. Workers Compensation with statutory limits;
 - ii. Employers Liability insurance in the amount of \$300,000;
 - iii. Commercial General liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including coverage for products/completed operations liability and broad form contractual liability; and
 - iv. Vehicle liability in the amount of \$300,000 per occurrence, including owned, non-owned, and hired vehicles.
 - v. "All-risk" property insurance with minimum limits of \$50,000 per occurrence. The policy shall include coverage for property in SC's care, custody and control.
- b. SC agrees to name Company and its designees as an additional insured on all the above insurance coverages and, on request provide Company with certificates of insurance evidencing such coverages. SC agrees to provide 30 days written notice to Company in the event of cancellation or material change to said policies.
- c. SC agrees to continuously maintain a copy of proof of insurance for the coverages indicated above on file with Company.

13. Non-Exclusive Agreement. This Agreement is non-exclusive. Nothing herein contained shall be deemed to provide SC with any exclusive rights with regard to any territory, customer, service, or product. SC agrees that Company may retain others to provide Covered Services. SC acknowledges that Company has not promised to provide SC with any minimum amount of Covered Service work or billings.

14. Assignment and Subcontractors. This Agreement cannot be assigned by SC. Any assignment of this Agreement by SC is void. SC cannot subcontract the performance of any of its duties and obligations hereunder, unless approved by the Company but SC will be liable for any action of a subcontractor notwithstanding Company's approval.

15. Notices. All notices hereunder shall be in writing and shall be deemed to have been given when personally delivered, telecopied, e-mailed, or deposited in the U.S. postal system, certified or registered, return receipt requested, postage prepaid to the address first stated above. Notices to Company must also be marked "Attention: Service Manager."

16. Separability. Each provision of this Agreement is separable so that if any provision hereof is declared void and unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

17. Amendment. This Agreement may be amended only in writing (on other than a preprinted form) executed by both parties.

18. Waiver. All waivers must be in writing (on other than a preprinted form) and executed by the party making the waiver.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications (oral or written) concerning the subject matter hereof.

20. Governing Law and Enforcement. This Agreement shall be governed by and construed under the laws of the State of Illinois. Company shall be entitled to obtain an injunction without posting a bond or proving damages in the event of any breach or threatened breach of Section 9 above. Such remedy shall be in addition to and not in lieu of any other rights or remedies of Company.

21. Survival. Sections 9 and 10 above shall indefinitely survive any expiration or termination of this Agreement.

22. Relationship. The relationship between Company and SC hereunder is that of independent contractors. SC is not an agent of Company and has no authority to make any commitments on behalf of Company or to bind Company.

IN WITNESS WHEREOF, both parties have executed this Agreement as of the date and year first above written.

Aon Innovative Solutions, INC.

by: _____

(Vice) President

SC

by: _____

(Vice) President