

This **REGIONAL SERVICE AGREEMENT** (“**Agreement**”) is entered into as of \_\_\_\_\_ by and between OnPoint Warranty Solutions, LLC, a Kentucky Corporation (“**OnPoint**”), and \_\_\_\_\_ (“**Service Provider**”). \_\_\_\_\_ OnPoint and Service Provider are sometimes each referred to as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS**, OnPoint and its affiliates provide certain administrative, claims adjudication and other related service-contract services with respect to products sold to customers of retailers, manufacturers and other similar entities;

**WHEREAS**, Service Provider provides product repair services for consumers and commercial entities;

**WHEREAS**, OnPoint desires to appoint Service Provider as a non-exclusive, authorized servicer with respect to the service contract and other programs provided by OnPoint and its affiliates; and

**WHEREAS**, Service Provider desires to accept such appointment and perform product services under OnPoint programs.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**I. REPRESENTATION**

OnPoint represents that it is a corporation duly organized, validly existing, and in good standing under the laws of the state of Kentucky and that it has all requisite corporate power and authority to enter into and perform its obligations under this Agreement.

Service Provider represents that is a corporation duly organized, validly existing, and in good standing under the laws of the state of \_\_\_\_\_ and that it has all requisite corporate power and authority to enter into and perform its obligations under this Agreement.

**II. DEFINITIONS**

- a) **Authorization** – An approved amount, which Service Provider is authorized to charge OnPoint for Service(s) provided.
- b) **Customer** – An owner of a Service Contract or Product for whom OnPoint requests Service Provider to perform repair services.
- c) **Products Eligible for Service** – Merchandise or equipment covered under the Service Contract sold by OnPoint or any product dispatched by OnPoint.
- d) **Customer Abuse** – Defects or damage caused by a Customer’s improper use or handling or by external conditions that render the Product to be defective, inoperable or non-conforming to the manufacturer’s original performance specifications. External conditions include insect contamination, liquid spillage or environmental damage (fire, smoke, dirt, corrosion or electrical surge). This includes LCD screen damage.
- e) **Designated Service Area (“DSA”)** – Geographic area in which Service Provider performs Service(s) as listed in **Schedule B**.
- f) **Service Contract** – A service agreement between OnPoint or its affiliates and a Customer providing coverage for repair services for the products eligible for service.
- g) **Service Authorization** – An electronic dispatch or email from OnPoint to Service Provider, requesting Service Provider to perform repair service(s) which is covered under one or more Service Contracts or other agreement, not to exceed the maximum dollar amount of the Authorization.
- h) **Service Level Agreement (“SLA”)** – The time-phased and quality schedule in which Service Provider agrees to complete Services requested by OnPoint.
- i) **Services** – The repair services to be performed by Service Provider pursuant to this Agreement.
- j) **Incident** – Flat Rate Repair Plan based on a “per incident” price. “Per incident” is defined as the supply of all parts (excluding batteries, accessories, software and core parts charges for consumer electronics and major appliances), labor, shipping, taxes and packaging required to complete the repair of the Product by Service Provider; which is supported by a ninety (90) calendar day labor and ninety (90) calendar day part component warranty by Service Provider.
- k) **Client** – Any entity for which OnPoint or its affiliates is providing Service Contract services, including customer contract administration and repair Services.
- l) **Rework** – Service Provider will warrant all Services under this Agreement for ninety (90) calendar days from the date of completion and/or shipment to the Customer by Service Provider with additional coverage at component level for ninety (90) calendar days, as described above. All Warranty repairs must be identified by OnPoint through a Rework notification from OnPoint to Service Provider. Service Provider will perform these Services AT NO CHARGE TO OnPoint or the Customer. Exclusion: Customer Abuse and software related repairs are excluded; Reworks performed by Service Provider on notebooks with these identified problems may incur additional repair charges as assessed by Service Provider to OnPoint.
- m) **OnPoint Marks** – The registered and unregistered trademarks, service marks, trade names, business names, logos and other indicia (“Marks”) of OnPoint and its affiliates, including, OnPoint’s domain name used by OnPoint for identifying its goods and services and any Marks of American International Group, Inc. Service Provider shall not use OnPoint’s trademarks, trade name or logos without OnPoint’s prior written consent.



n) **Service Provider Marks** – Service Provider registered and unregistered trademarks, service marks, trade names, business names, logos and other indicia, including Service Provider’s domain name used by Service Provider for identifying its goods and services. OnPoint shall not use Service Provider’s trademarks, trade name or logos without Service Provider’s prior written consent.

### III. DURATION OR TERM

This Agreement shall become effective \_\_\_\_\_ and remain in effect for three (3) years (“Initial Term”). This Agreement shall automatically renew at the end of the Initial Term on a month-to-month basis (each a “Renewal Term”) unless either Party notifies the other in writing at least thirty (30) calendar days before the expiration of the applicable Initial Term or Renewal Term that intends to terminate this Agreement. Either Party may terminate this Agreement without cause upon thirty (30) calendar days’ written notice to the other Party effective any time after the Initial Term. If notice of termination is given, the Agreement shall terminate on the expiration of the applicable Initial Term or Renewal Term. The Initial Term and/or Renewal Term are collectively referred to as the “Term”.

### IV. SCOPE OF WORK

In consideration of OnPoint’s payments made under this Agreement, Service Provider shall perform, according to the terms of this Agreement, the Services as described in this Agreement enclosed hereto, on Products Eligible for Service.

During the term of this Agreement, Service Provider will provide Services under Service Contracts or other dispatches administered by OnPoint. Service Provider technicians shall be trained and supported by Service Provider.

The type and extent of Service to be performed on Products Eligible for Service shall conform to OnPoint’s or its affiliates’ Service Contract obligations to its Customers that are covered under such Service Contracts or other defined programs.

### V. ONPOINT OBLIGATIONS

- a) **Adjudication of Service Contract Claims.** OnPoint, or its authorized designee, shall, in its sole discretion, determine if Service Contract claims meet the conditions for coverage pursuant to the applicable Service Contract. OnPoint, or its authorized designee, in its sole discretion, shall accept, reject or adjust claims in its sole professional judgment.
- b) **Referral of Customers.** OnPoint shall, in its sole discretion, refer Customer to Service Provider in the Designated Service Area for Services on a non-exclusive basis. OnPoint does not guarantee Service volume to Service Provider, nor shall OnPoint guarantee the assignment of Service Provider as a preferred servicer for Products Eligible for Service.
- c) **Payment to Service Provider.** OnPoint shall pay Service Provider for valid, authorized Services within thirty (30) calendar days of receipt of all documentation as required by and in compliance with the processes and procedures as set forth in **Schedule E**. OnPoint shall pay Service Provider for Services at the rates set forth in **Schedule C**. Such rates may be amended on the Agreement anniversary date upon mutual agreement of the Parties.
- d) **Information.** OnPoint shall verify and provide all appropriate Customer and product information to Service Provider. OnPoint shall respond to Service Provider on any Customer escalations due to password protection, issues, or items outside the terms within twenty-four (24) hours or be excluded from enclosed agreed upon SLA’s.

### VI. SERVICE PROVIDER OBLIGATIONS

- a) **Performance of Services.** Service Provider shall perform all Services in compliance with (i) this Agreement, (ii) all OnPoint processes and claims procedures as set forth in **Schedule E**, (iii) all applicable federal, state and other laws, rules and regulations, (iv) all generally accepted industry safety guidelines, (v) the terms and conditions of the applicable Service Contracts, and (vi) factory OEM specifications.

Service Provider shall not charge and OnPoint will not reimburse Service Provider for any Service that is covered under a product’s manufacturer’s warranty, policy, or bulletin. Service Provider shall dispose of all defective parts and components removed from a product in compliance with applicable local, state or federal ordinance, regulation or law.

Service Provider acknowledges that the Processes outlined within agreement may be amended from time to time in writing upon no less than thirty (30) calendar days advance notice before such changes are required to be adhered to by Service Provider due to changes in regulatory, safety, industry and OnPoint standards, unless such regulatory, safety or industry standard requires a change in processes outlined in less than such thirty (30) calendar day advance notice timeframe, in which case OnPoint shall provide as much advance notice as possible.

Service Provider technicians shall be licensed at all times and/or qualified under applicable laws or regulations necessary to perform the Services.

- b) **No Call No Show** - In the event the Service Provider arrives at the Customer’s premises and the Customer does not answer the door, is unresponsive, unavailable, or otherwise refuses to permit the Service Provider to perform the Services, the Service Provider is to contact OnPoint and advise that they are on-site ready to perform Services and



the Customer is unavailable. The Service Provider is to remain at the Customer location for a minimum duration of fifteen (15) minutes or until advised by OnPoint to leave the Customer's premises.

- c) **Professional and Workmanlike Manner.** Service Provider shall at all times conduct itself and shall cause each of its employees to conduct themselves, in a friendly, courteous and professional manner and use due care when in the course of performing Services. Service Provider shall ensure that any work facility made available to Customers for carry-in Services is maintained in a clean and orderly fashion.
- d) **Taxes.** Service Provider is responsible for collecting and remitting applicable sales, use, and related taxes due on the Services. OnPoint may provide applicable tax exemption/resale certificates to Service Provider for states where purchases are exempt from taxes. In such states, Service Provider shall not collect from OnPoint taxes for which such exemption/resale certificates apply. Service Provider shall separately state the charges for parts, labor, parts tax, if any, and labor tax, if any, on all invoicing. If Service Provider fails to collect taxes at the time of its invoice to OnPoint or Service Provider fails to remit applicable taxes to the proper taxing authority, Service Provider shall hold OnPoint harmless for all such taxes, penalties, interest and reasonable professional fees related to satisfying any unpaid tax liability.
- e) **Background Reports.** Service Provider shall have conducted its standard background checks on Service Provider's employees performing Services at a Customer's home or other site that may be necessary for the Customer. No individual employed by Service Provider shall perform any such Services or interact with Customer without first having completed the aforementioned standard background check and having met OnPoint standards with respect thereto. Such background reports shall include criminal history and a drug test at the expense of Service Provider.
- f) **Audit.** Service Provider shall keep and maintain accurate books of account and records covering all transactions relating to this Agreement, including performance of Services described under Section VI.a. herein. OnPoint or its designee shall be entitled to (i) audit and inspect such books and records at OnPoint's expense quarterly at any time during or up to one (1) year after the termination of the Agreement during reasonable calendar hours and upon fifteen (15) calendar days prior written notice to Service Provider, and (ii) make copies and summaries of such books and records. Service Provider shall retain all such books of account and records for a minimum of one (1) year after termination of this Agreement. If OnPoint or its designee discovers a deficiency in the monies charged by Service Provider for any period under audit (an "Audit Deficiency"), Service Provider shall pay such Audit Deficiency within fifteen (15) days of notice. OnPoint shall not be charged for such costs incurred while reproducing any reports or documentation.
- g) **Insurance Coverage Requirements.** Service Provider shall be solely liable for any and all Services or other services performed or to be performed by it pursuant to this Agreement, and all risks pertaining to the casualty loss of products delivered to Service Provider for repair. Service Provider shall maintain no less than \$100,000 in fire and theft insurance, \$1,000,000 in liability insurance, \$1,000,000 of automobile liability insurance, and workers compensation insurance in the amount required by applicable law. Service Provider shall ensure that the policies provide OnPoint with at least sixty (60) calendar days advance written notice of any modifications, cancellations or terminations, and Service Provider shall provide to OnPoint written evidence satisfactory to OnPoint of such insurance and such endorsements.
- h) **Exclusive Warranty and Remedy.** Service Provider sole and exclusive warranty to OnPoint is as follows: (i) Service Provider shall perform the Services in a courteous, ethical manner and shall perform the necessary Service(s) required to restore the product to serviceable condition, which condition will be equal to or superior to the original OEM specifications; (ii) Service Provider agrees to utilize replacement parts of equal or superior quality to the OEM part; and (iii) Service Provider will follow approved, industry standard procedures such as, but not limited to ESD (electrostatic discharge) protection, and proper packaging and handling.

In the event Service Provider breaches this warranty, Service Provider's sole obligation and OnPoint's exclusive remedy shall be to require that Service Provider make all necessary adjustments, repairs or replacements of parts which were defective at the time of installation at no additional charge to OnPoint. There are no other expressed or implied warranties concerning the services. Service Provider does not guarantee that the operation of the equipment will be uninterrupted or error-free. Service Provider DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE REMEDY OF OnPoint FOR BREACH OF WARRANTY.

Service Provider warrants to OnPoint that services performed by Service Provider shall be performed free from defect in parts and labor for a period of ninety (90) calendar days from the date service was performed. Service Provider will perform any additional Rework at no charge to correct such issues to OnPoint's satisfaction. If parts are defective at time of install, and parts were ordered via your account or by OnPoint directly; OnPoint will pay additional labor for 2<sup>nd</sup> repair required for part exchange.

- i) **Communication.** Service Provider shall receive and accept electronically transmitted Service Authorizations from OnPoint, using the online Service request format as determined by OnPoint, or such other electronic transmission format. Service Provider agrees that all Customer complaints regarding the quality and or workmanship of the parts, labor, or materials provided (Reworks) will be addressed by Service Provider within forty-eight (48) hours after being notified of the complaint by OnPoint. Service Provider agrees to keep their profile current and any changes must be updated and reported to OnPoint within 24 hours.
- j) **Service Level Metrics.** Service Provider shall meet the Service level metrics as set forth in **Schedule D**.



**k) Invoicing.** Service Provider shall complete Services electronically or submit all invoices for Services within sixty (60) calendar days of the date service was performed. Invoices received after (60) calendar days will be rejected and will be the sole responsibility of Service Provider. Service Provider may not attempt collection from Customers or Clients for such Services with the exception of Cash on Delivery (COD) jobs. **For COD jobs referred by OnPoint, the Service Provider will bill OnPoint Warranty for its trip fee which OnPoint will have collected and bill the consumer for the remainder of the job.**

- l) **Parts Core.** Service Provider shall facilitate credit for parts cores when applicable. OnPoint shall not be responsible to pay any parts core that would qualify for a core credit whether Service Provider facilitates credit or not.
- m) **Deductibles.** OnPoint Warranty will collect all deductibles directly from the consumer.
- n) **Delays/Failure to Perform.** Service Provider shall not be liable to OnPoint or its Customers for damages resulting from Service Provider's delay or failure to perform if such delay or failure was caused by the Customer's modifications or damages which are outside of the specifications contained in the product manual. Service Provider shall be liable to OnPoint and/or its Client's Customers for failure to complete repairs due to product return delays over thirty (30) calendar days, when such repairs are facilitated through either common carrier or OEM manufacturer and such products are lost, stolen or damaged

#### VII. EXCUSABLE DELAYS

Neither Party shall be responsible to the other for any excusable delay in the performance of its duties under this Agreement. Each Party shall promptly notify the other when an excusable delay has occurred or is likely to occur, and in each case specify, to the extent practicable, the estimated duration of such excusable delay. Excusable delay shall include, without limitation, acts of nature, strikes, lock-outs, riots, acts of war, epidemics, acts of the government, terrorism, fire or from any singular cause beyond the reasonable control of such Party. Additionally, if a required service part is not available from the original manufacturer, once reported by Service Provider and confirmed by OnPoint, this shall constitute an excusable delay. If a Party's obligations are suspended pursuant to above statement, such Party shall not be in breach of this Agreement nor liable to the other Party or any other person or for any claims or causes of action in any way arising out of or related to such suspension. In the event that a Party claims that it is excused from performance by one of the causes specified above, such Party shall promptly notify the other Party within forty-eight (48) hours of the date the Party becomes aware of the fact and nature of the delay and shall use its commercially reasonable best efforts to either prevent the cause or delay and/or establish an alternative solution which eliminates, or, if elimination is impossible, minimizes the disruption to the other Party of the cause of delay.

#### VIII. LIMITATION AND LIABILITY INDEMNIFICATIONS

IN NO EVENT SHALL SERVICE PROVIDER OR ONPOINT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES INCURRED BY IT OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS EQUIPMENT, LOSS OF DATA, OR OTHER DOWN TIME COSTS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SERVICES HEREUNDER. THE LIABILITY OF SERVICE PROVIDER TO ONPOINT FOR ACTUAL, DIRECT DAMAGES RESULTING FROM PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, AND WHETHER IN CONTRACT, OR (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY OR OTHER LEGAL OR EQUITABLE GROUNDS, WILL BE LIMITED IN THE AGGREGATE TO THE NET LIMITATION AMOUNT. THE "NET LIMITATION AMOUNT" ARISING WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SERVICE FEES RECEIVED FROM ONPOINT BY SERVICE PROVIDER FOR A TWELVE MONTH PERIOD UNDER THIS AGREEMENT. IF SERVICES HAVE BEEN PROVIDED BY SERVICE PROVIDER FOR LESS THAN TWELVE MONTHS, THEN THE NET LIMITATION AMOUNT SHALL NOT EXCEED THE TOTAL SERVICE FEES RECEIVED FROM ONPOINT BY SERVICE PROVIDER UNDER THIS AGREEMENT.

#### IX. DEFAULT

- a) **Default by OnPoint.** The occurrence of any of the following will constitute an event of default by OnPoint (each an "OnPoint Event of Default"): (i) Failure by OnPoint to pay any preauthorized or non-disputed monthly or other charges or payments within thirty (30) calendar days of invoice submission date, provided that such invoice was properly completed and timely submitted to OnPoint; or (ii) Any breach or failure by OnPoint to observe or perform any of OnPoint's non-monetary obligations for a period of sixty (60) calendar days after notice of such breach or failure is given to OnPoint; or (iii) An act of fraud or material breach of this Agreement (including documents incorporated by reference into this Agreement) by OnPoint, its agents or employees, which is not cured within sixty (60) calendar days after written notice thereof to OnPoint, or (iv) A transfer or assignment to a direct competitor; or (v) OnPoint becomes insolvent or is generally unable to pay its debts as such debts become due; or (vi) Proceedings are instituted by OnPoint under the Federal Bankruptcy Code or any similar federal or state law for the relief of debtors, or are instituted against OnPoint; or (vii) Any order, judgment or decree is entered in any proceeding by any court of competent jurisdiction appointing, without the consent of OnPoint, a receiver, trustee or liquidator of OnPoint or of any substantial part of any of its property, or sequestering any substantial part of the property of OnPoint.
- b) **Default by Service Provider.** The occurrence of any of the following will constitute an event of default by Service Provider (each a "Service Provider" Event of Default"): (i) An act of fraud or material breach of this Agreement (including documents incorporated by reference into this Agreement) by Service Provider, its agents or employees, including, but not limited to failure by Service Provider to observe or perform any of Service Provider's duties and obligations under this Agreement, for a period of sixty (60) calendar days after notice of such breach or failure is given to Service Provider by OnPoint; or (ii) Any representation or warranty made by Service Provider herein or any statement or certificate furnished by Service Provider that is false in any material respect as of the date of making thereof, and is not cured within sixty (60)



calendar days after written notice thereof to Service Provider; or (iii) Service Provider becomes insolvent or is generally unable to pay its debts as such debts become due; or (iv) Proceedings are instituted by Service Provider under the Federal Bankruptcy Code or any similar federal or state law for the relief of debtors, or are instituted against Service Provider; or (v) Any order, judgment or decree is entered in any proceeding by any court of competent jurisdiction appointing, without the consent of Service Provider, a receiver, trustee or liquidator of Service Provider or of any substantial part of any of its property, or sequestering any substantial part of the property of Service Provider.

**X. MODIFICATION**

Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Service Provider and OnPoint by their respective authorized representative.

**XI. SURVIVAL**

The rights and obligations of the Parties which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

**XII. REMEDIES**

Upon the occurrence of an OnPoint Event of Default or a Service Provider Event of Default and, if such default is not cured within sixty (60) calendar days of written notice, then the other Party may, at its sole option:

- a) Proceed by appropriate court action to enforce performance by the defaulting Party of this Agreement regarding any and all contracts hereunder and/or recover damages for a breach thereof; and
- b) By notice in writing to the defaulting Party, terminate this Agreement effective immediately.

**XIII. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired.

**XIV. WAIVER**

The failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect the requiring Party's right to enforce such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

**XV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

**XVI. INDEMNITY**

Service Provider will defend, indemnify and hold OnPoint harmless from and against any and all third party claims for direct damages from workmanship, liabilities, suits, proceedings, claims, demands and expenses against or involving OnPoint relating to bodily injury or tangible personal property damage arising directly out of the negligence, willful misconduct of Service Provider, its officers, employees, agents, subcontractors and/or representatives in connection with performance of its obligations under this Agreement.

OnPoint will defend, indemnify and hold Service Provider harmless from and against any and all losses, damages, liabilities, suits, proceedings, claims, demands and expenses against or involving Service Provider relating to injury to property damage arising directly out of negligence, willful misconduct or gross negligence of OnPoint, its officers, employees, agents, subcontractors and/or representatives in connection with this Agreement.

**XVII. ASSIGNMENT**

No assignment of this Agreement or any rights there under by either Party shall be valid without the express written consent of either Party. This approval requirement shall not apply in connection with reorganization, merger or the sale of all or substantially all of a Party's assets or stock. Notwithstanding the foregoing, either Party shall have the right without the other Party's consent to assign any or all of its rights and obligations under this Agreement to any of its affiliates. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest.

**XVIII. GOVERNING LAW**

This agreement shall be construed and enforced under the laws of Kentucky.

**XIX. INDEPENDENT CONTRACT RELATIONSHIP**

The Parties agree that an independent contractor relationship is hereby established; employees of Service Provider are not, nor shall they be deemed to be employees of OnPoint, nor shall employees of OnPoint be deemed to be employees of Service Provider.

**XX. THREAT**







Please return you're completed and signed service agreement to \_\_\_\_\_, or by emailing it to [service@onpointwarranty.com](mailto:service@onpointwarranty.com).  
Thank you.



**SCHEDULE-A**  
SERVICE PROVIDER PROFILE

Business Name \_\_\_\_\_

Billing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State /Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ E-mail \_\_\_\_\_

Federal ID # (SS # if not corp.) Valid W-9 must be provided \_\_\_\_\_

Circle:    Ownership    Sole Proprietor    Partnership    Corporation    State Incorporated

B.E.A.R License Number (CA servicers only) \_\_\_\_\_ Expiration Date \_\_\_\_\_

Currently insured? Circle: Yes No    If yes, please furnish a copy of the following insurance policies; Liability, Fire and Theft, Automobile and Workers Compensation.





**SCHEDULE-C**  
**IN-HOME/CARRY-IN PRICING AND FEES**

Major Appliances and Consumer Electronics

	<b>In-Home Flat Rate Labor</b>	<b>Carry-In Flat Rate Labor</b>	<b>Installation Flat Rate Labor</b>
Major Appliances – Standard Repair			
Major Appliances – Major Repair including Sealed Systems, Transmissions, Washer Tubs, etc.			
Major Appliances – OTR Microwave			
Small Appliance/Counter Top Microwave	NA		
TV Repair Flat Panel >42			
TV Small <40	NA		
MA/CE On-Site Inspection Fee/Diagnosis (no repair) (COD Trip)			
Audio Equipment	NA		
Laptops	NA		
Computer Monitor			
WIFI/Network/IOT Setup			
On-Site Mileage Fee (per mile Dollar charge over 45 miles from Service Provider, not included in your Flat Labor Rate.			

<b>Parts:</b>
Parts can be purchased via the OnPoint Parts Portal (MA & CE, HVAC only) if truck stock to complete repair is not available at original scheduled appointment day. If you are able to find parts that are less expensive with your markup than the OnPoint price, please use your source. If it is more expensive, you will only be reimbursed the list price from the OnPoint portal.
If truck stock is utilized Service Provider must follow below parts mark-up table from purchase.

Parts Mark-up From Purchase	
< \$500	15%
\$500 - \$1500	10%
> \$1500	5%



**SCHEDULE-D**  
SERVICE LEVEL AGREEMENT

- I. Target Service Levels to be achieved by the Service Provider.
  - 1) Repair Cycle Time  $\leq$  5 days.
  - 2) Service Completion Date  $\leq$  10 days.
  - 3) No Cool/Leak  $\leq$  24 hours.
  - 4) First Call Resolution  $\geq$  70%.
  - 5) No Call/No Show  $\leq$  5%.
  - 6) Service Rework  $\leq$  5%.
  - 7) Beyond Economical to Repair  $\leq$  5%.
  - 8) Appointment Schedule with Customer  $\leq$  24 hours.
  - 9) Net Promoter Score (NPS) of Customer Satisfaction  $\geq$  50%.
  
- II. Real-Time Service Status
  - a. Service Provider accepting any service orders electronically via third party scheduling shall utilize any and all applicable statuses as made available for all accepted service events.
  - b. Service provider accepting any service orders received via, fax, phone, or email is responsible for maintaining the current status of the repair, and all associated dates for each leg of the service event. The Service Provider agrees that all status details will be readily available upon the verbal or electronic request of OnPoint's staff. The service provider shall furnish status detail to OnPoint upon requests in the format specified by OnPoint.



**SCHEDULE-E**  
**CLAIM PROCESS AND PROCEDURES**

Welcome to OnPoint's authorized Service Provider Network. This document is to assist you with properly filing your invoices with OnPoint Warranty to ensure proper and timely payment processing.

**Mize Dispatching Processes:**

After execution of the Regional Service Agreement to OnPoint, an account will be created for the Service Provider within Mize if an account does not exist. Mize is a 3<sup>rd</sup> party dispatch and claiming system integrated with OnPoint warranty system that allows the Service Provider to maintain real time repair status throughout the life of a service event. The Service Provider will also be contacted by a trainer to discuss the completion of the Service Provider servicer profile and claim procedures.

Once a service event is dispatched and completed, the Service Provider will be instructed to file electronically via an online website via Mize account. Service Provider will use ID and password created at time of account set up to file claim. The user ID and password created for your service center can be found on your confirmation letter from Mize. If you are unable to locate your confirmation letter or need assistance logging in, please call the Regional Service Coordinator at 1.877.510.8111 for assistance Monday – Friday 8:00 AM – 5:00 PM EST.

**Service Requests sent via Email/Fax:**

In the event the Service Provider receives a manual dispatch via email or fax from OnPoint, the Service Provider is responsible for maintaining the details surrounding the service event. An OnPoint Regional Service Coordinator may contact the Service Provider to obtain the current status of an open service event.

Once a repair is completed you are required to file electronically via an online website. An online user account will be created for you to file your claims electronically. The user ID and password created for your service center can be found on your confirmation letter. If you are unable to locate your confirmation page or need assistance logging in to file, please call the Regional Service Coordinator at 1.877.510.8111 for assistance Monday – Friday 8:00 AM – 5:00 PM EST. This document will provide you with the information needed to file your claim electronically.

**Authorization Process:**

All claim/service costs must be authorized by OnPoint for each repair if the total is greater than the agreed upon rate - pricing and fees. In the event the claim/service costs are greater than the agreed upon rate, the Service Provider must obtain additional authorization by utilizing Mize or contacting OnPoint's Adjudication Department directly at 1.877.510.8111 or via email at [service@onpointwarranty.com](mailto:service@onpointwarranty.com) determined by the method of received dispatch. All requests sent via email will receive a response within 8 business hours of receipt. OnPoint will provide a form to the Service Provider to be utilized when requesting additional authorization via email.

The Service Provider will be required to process all parts orders via Mize when applicable.

**Invoicing Process:**

The Service Provider is required to submit invoices in electronic form via Mize or electronically via OnPoint portal determined by method of received dispatch. OnPoint discourages paper invoices and may be subject to an administrative fee of \$20.00 per invoice for processing.

**Attention:**

OnPoint Warranty Solutions, LLC  
Claims Processing  
9900 Corporate Campus Drive  
Suite 2050  
Louisville, KY 40223

All claims dispatched for service are to be submitted no later than 60 days following the completion of the Service Event.

**Status Updates/Reporting:**

Service Provider to provide OnPoint a minimum of the following repair statuses for onsite service events.

- 1) Date of scheduled service event (if not directly scheduled)
- 2) Any cause to reschedule any service event including the initial appointment, and any follow-up appointments with the customer.
- 3) Detail regarding part order dates, part estimated time of arrival (ETA), and part back order detail. Any changes in provided ETA are to be reported to OnPoint either electronically, or by contact to OnPoint's service department upon notification to the Service Provider.
- 4) Date parts are received.
  
- 5) Date of service completion.
- 6) Any instances of escalation to the Service Provider





**Escalation Path:**

In the event the Service Provider has an issue with scheduling facilitation with the customer, or for any reason will not be able to perform service for a request received, OnPoint is to be notified immediately.

Email should be sent to [service@onpointwarranty.com](mailto:service@onpointwarranty.com)

**(Please provide the authorization number, reason for escalation notification, and customer name and phone number)**

