THIS IS A SAMPLE PLAN AGREEMENT

Home Warranty Plan Agreement

Please read this Plan Agreement carefully as it explains what your Plan covers and our obligations, how to file a Service Request, and your rights and obligations. Please note that unless an item, system, or unit (including parts and components) of a Covered Item is specified in the Plan Summary as covered, and as further described in this Plan Agreement, it is not covered. Please refer to the exclusions, restrictions, and limitations in this Plan Agreement for more detail. You can also access this Plan Agreement at any time by visiting myaccount.2-10.com.

PLAN SUMMARY

Your Information

Member Name:	John Doe	Covered Home Address:	123 Jane Way Somewhere, TX 12345
Phone Number:	123-456-7890	Covered Home Type:	[Single Family Home] [Multiplex] [Townhome] [Condo] [Mobile Home]
Email Address:	123@gmail.com	Mailing Address:	123 Jane Way Somewhere, TX 12345

Your Plan Agreement Information

Plan Number:	111222333	Plan Name:	[Systems;] OR [Pinnacle]
Plan Type:	[Initial Plan] or [Renewal Plan]	Initial Plan Agreement Effective Date:	November 15, 2026
Initial Plan Agreement Term:	[12] [24] [48] months plus Initial Coverage Waiting Period	Initial Coverage Waiting Period:	[30 days] [Not Applicable for Renewal Plans]
Coverage Effective Date:	December 15, 2026	Plan Agreement and Coverage Renewal Date:	December 15, 2027
Plan Agreement Renewal Term:	[Annually][Monthly] recurring until cancelled	Provider Information:	**Home Buyers Resale Warranty Corporation 3400 Players Club Pkwy Ste. 300, Memphis, TN 38125, 1-800-775-4736**

Your Coverage Information

Service Fee:	**[$100] OR [$125]**
Covered Appliances:	[Washers; Dryers; Dishwashers; Built-in Microwave(s); Built-in Kitchen Exhaust Fans; Ranges, Oven, and Cooktops; Refrigerators]
Covered Systems:	[Heating and Air Conditioning Systems; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers]
Additional Coverages:	[Roof Leak Repair; HVAC Refrigerant; Exterior Lines; Specialty Refrigerators; Well Pump Unit; Septic System Ejector Pump and Pumping; Pool and Built-in Spa Equipment]
Additional Benefits:	You may be eligible for access to additional services including home maintenance and installations. These services may be subject to additional terms and conditions and payment of an additional fee, subject to availability. [If you elected to purchase an Electronics Plan, the price for that coverage is included in the Plan Price below. Electronics Plan coverage is provided by Allstate Protection Plans, and subject to the terms and conditions provided by Allstate Protection Plans.]

Your Payment Information

Plan Price:	**[$600]**	Payment Amount:	**[$50]**
Payment Frequency:	**[Monthly] [One-Time]**	Payment Type:	**[Credit Card]**

Request service online 24/7 at 2-10.com or by phone at 800.775.4736.

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1. What do capitalized and certain other words and phrases mean in this Plan Agreement?

Certain capitalized words and phrases, and other terms used in this Plan Agreement are defined in the Definitions Appendix located at the end of this Plan Agreement. Please see the Definitions Appendix for those definitions.

2. What Coverage is Provided by this Plan Agreement?

Coverage under this Plan Agreement is available when a Covered Item located at the Covered Home experiences a Covered Breakdown during the Plan Agreement Term, subject to the Initial Coverage Waiting Period and any applicable limits and exclusions listed in this Plan Agreement. Unless otherwise stated in this Plan Agreement, the Covered Breakdown must occur during the current Plan Agreement Term and after the Initial Coverage Waiting Period.

3. What qualifies as a Covered Home?

The Covered Home is the real property Covered Home Type located at the Covered Home Address, as identified in the Plan Summary, provided the principal building structure is used as a single-family residential home (including any fully enclosed detached garage) and:

A. is 10,000 square feet or less (including any basement square footage);

B. is primarily used for residential purposes; and

C. includes other structures located on the property, such as guest houses (750 square feet or less) and multiple residential units, if identified in the Plan Summary.

For detached garages, we will provide the coverage identified in the electrical, plumbing, and garage door opener categories for one standalone detached garage.

If the principal building structure contains multiple residential units, such as a duplex or four-plex, each of which is used as a single-family residence, the Covered Home Address in the Plan Summary must identify the specific unit(s) covered for the unit(s) to be a Covered Home and is subject to a total maximum of 10,000 square feet. Individual units of a multiple residential unit, townhomes, condominiums, and mobile homes must be 5,000 square feet or less.

4. What qualifies as a Covered Item?

Covered Items are the items, systems, and units (including the parts and components) listed in your Plan Summary that are eligible for coverage pursuant to the terms and conditions of this Plan Agreement. At a minimum and as further explained in this Plan Agreement, in order to qualify as a Covered Item and be eligible for coverage under this Plan Agreement, the item must be designed for residential use by applicable manufacturer specifications and are either:

A. Installed within structural walls, on or above the main foundation, and under the roof of the Covered Home; or

B. If installed outside the structural walls, foundation, or on or above the roof of the Covered Home, the item must:

1. Service or otherwise be used by the Covered Home;
2. Be manufactured for outdoor use, or otherwise located in a structure that fully protects it from weather elements; and
3. Be one of the following types of items: air conditioning system, heating system, electrical panel, water heater unit, cleanout, pressure regulator, hose bib, exterior well pump, septic system ejector pump and pumping, sewage ejector pump, exterior line, roof leak repair, or pool and spa equipment.

5. What are Covered Breakdowns?

During the Plan Agreement Term, Covered Breakdowns are Breakdowns that occur due to any of the following Covered Causes:

A. Normal Wear and Tear;

B. Improper Installation or Repair (other than Mismatched HVAC Systems) that were not known or reasonably detectable by you;

C. Insufficient Maintenance;

D. Rust, Corrosion, or Sediment; or

E. Mismatched HVAC Systems that existed in or on your Covered Home prior to the Coverage Effective Date.

6. What are your Covered Items?

Covered Items are listed in your Plan Summary and are more specifically identified and described below. **The coverage provided by this Plan Agreement is subject to certain limitations and exclusions, including the Covered Item Limit, Special Limits, the Initial Coverage Waiting Period, the Plan Agreement Aggregate Limit, and any applicable general limitation or exclusion. Please note that coverage under the Plan Agreement only exists for items that are identified as Covered Items in the Plan Summary, and as more fully explained below. The items identified in the "What is Not Covered" section is not a fully exhaustive list of non-covered items, systems, or units (including components and parts) under your Plan Agreement, and general limitations and exclusions may still apply.** Subject to the applicable limits and exclusions identified in this Plan Agreement, if you have multiples of a specific Covered Item, each individual Covered Item is covered and is subject to its own Covered Item Limit.

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A. SYSTEMS

If the Plan Summary identifies any of the following Systems as a Covered Item, the coverage listed below applies, subject to the general limitations and exclusions set forth in this Plan Agreement, including but not limited to those identified in Sections 7 and 8 of this Plan Agreement

Heating and Air Conditioning Category

Covered Item	What is Covered	What is Not Covered	Special Limits
Heating & Air Conditioning Systems	All parts and components of permanently installed air conditioning and/or heating systems up to a 5-ton capacity, including the drain and condensation line, of the following types: Ducted central and electric split and package units; geothermal; evaporative (swamp) coolers; wall air conditioners; heat pumps; mini-splits; forced air (gas, electric, and oil); wall-mounted heaters; floor furnaces; package units; hot water or steam circulating heat; and electric baseboard heat.	**(i) All parts and components of geothermal systems located outside or under the Covered Home's main foundation;** **(ii) fuel storage tanks;** **(iii) window or portable air conditioning units;** **(iv) window or portable heating units;** **(v) water towers and chiller systems; and** **(vi) Humidifiers; dehumidifiers; radiant cable heat; fireplaces; grain, pellet, coal, or wood heating units; ultraviolet lights; ultraviolet line insulation; home purification systems.**	**1. The Covered Item Limit is $5,000. However, the Covered Item Limit for the following types of Heating Systems is $1,500: glycol, hot water, or steam circulating heating system (such as boilers), any water heater which supplies heated water to such system(s), geothermal and/or water source heat pumps.** **2. Included in the Covered Item Limit is a $10 per pound refrigerant limit.** **3.** When repairing or replacing a Heating and/or Air Conditioning System, if otherwise functioning parts and components must be replaced in order to maintain operational compatibility or compliance with any of the following standards: Seasonal Energy Efficiency Ratio ("SEER"), Heating Seasonal Performance Factor ("HSPF") or legally mandated federal, state, or local refrigerant standards; we will cover such replacements to the extent necessary to maintain operational compatibility or compliance subject to the Covered Item Limit and we will also cover associated alterations or replacements to duct connections, plenums, and indoor electrical lines up to and including the disconnect, subject to the Covered Item Limit. **4. Please note, if your Plan Summary identifies the Covered Item as Heating System Only, if your system supports both heating and air conditioning, any parts or components of the system that are solely responsible for providing air conditioning are not covered.**
Ductwork	Leaks or breaks in ductwork connected to heating and/or air conditioning system(s) including leaks or breaks in vapor barriers, plenums, dampers, damper-only controls, registers, and grills.	Not Applicable.	**The Covered Item Limit is $5,000.**

Electrical Category

Covered Item	What is Covered	What is Not Covered	Special Limits
Outlets	All parts and components.	Not Applicable.	
Light Switches	All parts and components.	Not Applicable.	
Ceiling Fans	All parts and components.	Not Applicable.	
Built-In Exhaust Fans	All parts and components for all built-in exhaust, bathroom, attic, and whole house fans.	Not Applicable.	

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A. SYSTEMS (CONTINUED)

Electrical Category (Continued)

Covered Item	What is Covered	What is Not Covered	Special Limits
Doorbell Units	All parts and components of a hard-wired doorbell unit.	**Any doorbell that is part of an intercom, video monitoring, or security system.**	
Other Electrical Components: Lines, Wiring, Breaker Box and Panel	Hard wired electrical lines, wiring, breaker box, circuit breaker, and electrical panels that provide electrical power to the Covered Home.	**(i) Audio, video, computer, intercom, alarm, or security wiring or cable;** **(ii) Meter boxes;** **(iii) Lighting Fixtures;** **(iv) Direct current (D.C.) wiring or components and/or low voltage systems;** **(v) Electric vehicle chargers;** **(vi) Any type of home generator (including back-up and portable or installed generators) and associated electrical wiring and switches; and** **(vii) Electrical panel boxes that solely provide electrical power to items or structures located outside the main foundation of the Covered Home.**	**For covered breakdowns of hard wired electrical lines and wiring that occur within a concrete slab or concrete walls of the Covered Home, including cinderblock, the Covered Item Limit is $1,000.**

Plumbing Category

Covered Item	What is Covered	What is Not Covered	Special Limits
Water Heater Units	All parts and components of the water heater unit including the tank, circulating pumps, mixing valves and thermal expansion tanks.	**Tempering tanks (such as holding and storage tanks); or fuel storage tanks for direct water heater units.**	**1. For Systems and Pinnacle, the Covered Item Limit is $1,000.** **2. The Covered Item Limit for any water heater that is part of or supplies hot water to the following type of system is $1,500: glycol, hot water, or steam circulating heating system (such as boilers), geothermal and/or water source heat pumps.**
Toilets	All parts and components.	**Toilet Seat and Lid; Toilet Tank Lid; any add on components, parts, or items, such as macerators, grinding pumps, or bidets.**	
Faucets and Hose Bibs	All parts and components.	Not Applicable.	
Shower Heads	All parts and components.	**(i) Any steam component of the shower head or shower; and** **(ii) Shower towers.**	
Garbage Disposals	All parts and components.	Not applicable.	

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A. SYSTEMS (CONTINUED)

Plumbing Category (Continued)

Covered Item	What is Covered	What is Not Covered	Special Limits
Installed Instant Hot/Cold Water Dispensers	All parts and components.	**Hot/cold water dispensers that are freestanding and portable, or otherwise not connected to the Covered Home's plumbing system.**	
Pressure Regulators	All parts and components.	Not applicable.	
Built-in Jetted Tub Motors, Pumps, and Air Switch Assemblies	All parts and components.	**Jetted tub, jets, and lines connecting jets to the jet pump.**	
Plumbing Stoppages	(a) Clearing of sink, bathtub, laundry and toilet stoppages; (b) Clearings of stoppages of mainline drain or sewer system lines from existing access or clean-out without excavation up to 100 feet from the access point; and (c) Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.	**(i) Location of existing access clean-outs; installation of clean-outs; and/ or any stoppage that can only be accessed through an inaccessible location, such as roof vents and stoppages that can only be accessed by pulling the toilet;** **(ii) Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the Covered Home; and** **(iii) Stoppages due to roots, lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the Covered Home.**	
Sewage Ejector Pump	All parts and components of a permanently installed non-septic sewage ejector pump.	**Septic system sewage ejector pumps located outside the main foundation of the Covered Home.**	**The Covered Item Limit is $500 for any permanently installed sewage ejector pump located inside or outside the main foundation of the Covered Home connected to a non-septic system.**
Other Plumbing Components: Slab Leaks, Water Lines, Gas Lines, Drain Lines, Drains, Valves, Permanently Installed Sump Pump	(a) Leaks or breakages of water, gas, drains, waste or plumbing waste vent lines and pipes that occur within the Covered Home, including within the concrete slab of the Covered Home; (b) All parts and components of valves; and (c) Permanently installed ground water only sump pumps (including battery if used exclusively for the sump pump).	**(i) Bathtubs; sinks; bidets; shower enclosures and base pans;** **(ii) Caulking/grouting;** **(iii) Septic tanks; water softener/filtration/ purification systems; water holding/storage tanks; saunas/steam rooms;** **(iv) Flow restrictions in fresh water lines; and** **(v) Fire suppression or interior sprinkler systems; radon systems.**	**For leaks or breakages of water, gas, drains, waste or plumbing waste vent lines and pipes that occur within a concrete slab or concrete walls of the Covered Home, including cinderblock, the Covered Item Limit is $1,000.**

Garage Door Opener Category

Covered Item	What is Covered	What is Not Covered
Garage Door Openers	All parts and components of the electrically powered garage door opener; and extension and torsion springs.	**Any other part of the garage door system, including garage doors and garage door track assemblies (including the rollers, tracks, and guides).**

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B. APPLIANCES

If your Plan Summary identifies any of the following Appliances as a Covered Item, the following coverage applies, subject to the general limitations and exclusions set forth in this Plan Agreement, including but not limited to those identified in Sections 7 and 8 of this Plan Agreement.

The Covered Item Limit for Pinnacle is $2,000.

Covered Item	What is Covered	What is Not Covered
Washers	All parts and components of clothing washers.	**Accessories, such as stands and drawers.**
Dryers	All parts and components of clothing dryers.	**Accessories, such as stands and drawers.**
Dishwashers	All parts and components of installed dishwashers.	Not applicable.
Built-In Microwaves	All parts and components of built-in microwave ovens.	Not applicable.
Built-in Kitchen Exhaust Fans	All parts and components.	Not applicable.
Ranges, Ovens, and Cooktops	All parts and components of installed ranges, installed ovens, and installed cooktops.	**Warming drawer not incorporated into the range or oven unit.**
Refrigerators (including in-Refrigerator icemaker)	All parts and components.	**(i) Freestanding freezers;** **(ii) Freestanding miniature refrigerators; and** **(iii) Specialty Refrigerators: bar refrigerators, wine-chillers, kegerators, and drawer refrigerators.**

C. ADDITIONAL COVERAGE OPTIONS

If your Plan Summary identifies any of the following Additional Coverages as a Covered Item, the coverage listed below applies, subject to the general limitations and exclusions set forth in this Plan Agreement, including but not limited to those identified in Sections 7 and 8 of this Plan Agreement.

Covered Item	What is Covered	What is Not Covered	Special Limits
HVAC Refrigerant	We will cover all costs of refrigerant for your HVAC System.	Not Applicable.	
Roof Leak Repair* *Not available for Covered Homes located in Connecticut or Hawaii.	We will provide coverage for the repair of non-structural roof leaks.	**(i) Metal roofs, partial full or green (eco) roofs, mobile home roofs, condominium roofs, and townhome roofs; and** **(ii) The following items and leaks caused by or associated with: (1) items penetrating the roof (such as skylights, chimneys, and vents); (2) roof-mounted installations (such as solar panels); (3) gutters and downspouts; and (4) fascia and/or soffit deterioration.**	**The Covered Item Limit is $1,000.**

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C. ADDITIONAL COVERAGE OPTIONS (CONTINUED)

Covered Item	What is Covered	What is Not Covered	Special Limits
Exterior Lines	(a) Leaks and breaks that occur in exterior: (i) fresh water; (ii) sewer; and (iii) gas lines and pipes located outside of the Covered Home but within or on the property boundary of the Covered Home Address; and (b) Exterior water and gas shutoff valves for the Covered Home's water and gas lines and/or pipes that exist within the property boundary of the Covered Home Address.	**(i) Leaks and breaks of any line that occurs or extends beyond the property boundary of the Covered Home Address;** **(ii) The following types of exterior lines: sprinkler, landscape, pool and/or spa, septic tank leach lines;** **(iii) Any exterior lines related to geothermal heating and/or cooling systems;** **(iv) Any type of landscape restoration other than what is noted in the Special Limit associated with the repair or replacement of the exterior line;** **(v) Any public, government, or utility owned assets, including meters; and** **(vi) Well Pump and Septic and associated downstream lines.**	**The Covered Item Limit is $2,000. Included in the Covered Item Limit is access to the leak or break of the exterior line. We will only backfill with dirt any access openings associated with the repair or replacement of the covered leak or break of the exterior line, and we will not provide any additional dirt backfill that may occur at a later date due to soil movement or soil settlement.**
Well Pump Unit	The parts and components of the well pump unit, including built-in pressure switches, that is utilized as the main source of water for the Covered Home regardless of where located as long as the well pump unit is located on the same property as the Covered Home.	**(i) Any other component or part of the well pump system including but not limited to any type of piping, electrical or cable lines, well casings, pressure switches that are not built into the pump itself, and booster pumps than the well pump unit;** **(ii) Well drilling; and** **(iii) The well pump for geothermal and/or water source heat pumps.**	**The Covered Item Limit is $1,500.**
Septic System Ejector Pump and Pumping	(a) The sewage ejector pump for septic system only; and (b) Septic tank pumping one time during the Plan Agreement Term if the tank is full resulting in a septic backup or stoppage.	**(i) Stoppages or roots that prevent the effective use of any externally applied sewer machine cable;** **(ii) Chemical treatment of the septic tank and/or sewage lines;** **(iii) Disposal of waste; and** **(iv) Tanks; leach lines; cesspool; any mechanical pump or systems (such as sewage grinder pumps and lift stations).**	**The Covered Item Limit is $500 for any permanently installed sewage ejector pumps located inside or outside the main foundation of the Covered Home connected to either a sewer system or septic system.**
Specialty Refrigerators	All parts and components of built-in: bar refrigerators, wine chillers, kegerators, and drawer refrigerators; and all parts and components of freestanding freezers.	Not Applicable.	
Pool & Built-in Spa Equipment	All above ground, accessible, and operationally necessary parts and components of the heating, pumping, and filtration system including pool sweep motor and pump, circulation pump motor, and plumbing pipes and wiring of a pool.	**(i) Underground components (including pipes and wiring); lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;** **(ii) Heat pump pool heaters or any other type of pool heater that is powered by anything other than electricity or gas;** **(iii) Pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers;** **(iv) Fuel storage tanks; disposable filtration mediums; saltwater generators and components; saltwater cells; saltwater circuit boards; heat pump; and** **(v) Self-contained portable spas.**	**1. The Covered Item Limit is $3,000.** **2. Both pool and spa equipment are covered if they share equipment. If the pool and built-in spa do not share common equipment and have separate pump and filtration systems, then only one or the other is covered unless an additional fee is paid to cover both the pool and the built-in spa equipment.**

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7. Are Modifications, permits, testings, and inspections covered by this Plan Agreement?

A. This Plan Agreement does not cover Modifications related to a Covered Breakdown of a Covered Item. A Modification is any alteration (including the moving, extending, or shortening of an item), upgrade or replacement that, in order to complete the required repair or replacement of the Covered Item for the Covered Breakdown, must be made to:

1. the area of your Covered Home in which the repair must be made;
2. a separate item or Covered Item in the Covered Home that has not otherwise experienced a Breakdown; or
3. any connections, including line, pipe, and wiring connections, to the Covered Item.

When repairing or replacing a system that is identified as a Covered Item, we will only provide coverage for the specific part or component that has experienced a Covered Breakdown, provided such specific part or component is identified as covered. We will not provide coverage for any part or component of a system that is functioning, including another Covered Item, but must be replaced or modified due to the repair or replacement of a part or component of the Covered Item that has experienced a Covered Breakdown, except as otherwise specified in this Plan Agreement.

B. This Plan Agreement does not cover the costs associated with any permits, tests, and Modifications or other alterations that must be made to the Covered Item to either correct existing code violations that have not caused a Covered Breakdown or make the Covered Item compliant with current code requirements, or inspections that may be necessary to complete the approved repair or replacement of the Covered Item even if required by Applicable Law. This includes, but is not limited to, upgrades or modifications that are required due to legally mandated gas to electric item and/or system conversions.

8. What are the general limitations and exclusions that apply to your coverage?

To the extent the following general limitations and exclusions apply, this Plan Agreement does not provide coverage for the following:

A. Costs of Construction and Modifications Limitation. Unless otherwise expressly stated in this Plan Agreement, we will not pay for the costs of construction, carpentry, restoration, or any other Modification(s) within the Covered Home. In addition, this Plan Agreement does not provide any coverage for any Modification to any item that is not identified as a Covered Item in the Plan Summary.

B. Commercial Use Limitation. Other than a Covered Home rented for residential use, if you use any portion of your Covered Home for commercial purposes in which the public is invited on or into your Covered Home, any Covered Items located or Covered Breakdowns that occur in that portion of your Covered Home are not covered. Also, if commercial use of your Covered Home causes a Covered Item to experience a Covered Breakdown (even if located in a portion of the Covered Home not used for commercial purposes), the Covered Breakdown is not covered.

C. Commercial Items Exclusion. This Plan Agreement does not provide coverage for items that are designed for commercial use according to applicable manufacturer's specifications.

D. Shared Items and Systems Limitation. If the Covered Home is identified as a multi-residential building on your Plan Summary, shared systems, items, and appliances are not covered unless: (i) all units in the multi-residential property are identified as part of the Covered Home as stated in the Plan Summary; or (ii) each unit is covered by its own home warranty plan agreement with us which provides the same coverage for the shared system, item, or appliance as this Plan Agreement.

E. Non-Standard Equipment Limitation. We will not cover the cost or otherwise provide for cranes, scaffolding, or non-industry-standard vehicles or equipment that is required to access or repair or replace a Covered Item or Covered Item part.

F. Secondary Costs Limitation. Other than the repair or replacement of the Covered Item, we are not responsible for, and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related costs or damages resulting from the Breakdown or Covered Breakdown of any Covered Item, including but not limited to damage caused to another Covered Item, food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.

G. Service Limitation. We are not responsible for and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related damages resulting from any delay or neglect, whether due to our or the Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of such Covered Item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses such as hotel or accommodation expenses, or personal and/or real property damage.

H. Cosmetic Damage Exclusion. We will not repair cosmetic defects or damage to Covered Items that does not also cause a Covered Breakdown.

I. Primary Function Limitation. We will not repair or replace any feature of a Covered Item that does not contribute to the Primary Function of the Covered Item.

J. Improper Capacity Exclusion. If the Breakdown of your Covered Item occurs because it is the wrong size for your Covered Home based on manufacturer and/or industry standards, the Breakdown is not covered.

K. Misuse or Accidental Acts Exclusion. Breakdowns that occur due to abuse, misuse, hacking, or vandalism, including, but not limited to, the removal of parts or missing parts from the Covered Item, and physical damage caused by people, pests, or pets, are not covered.

L. Acts Beyond Our Control Exclusion. Breakdowns that occur, delays in service, or the failure to provide service, that are caused by the following are not covered: environmental events, such as lightning, mud, earthquake, storms, wind, ice, fire, freezing, and flood; soil movement; soil settlement; water damage; war; terrorism; civil unrest; electrical failure or surge; excessive or inadequate water pressure; government restrictions or shutdowns; labor shortages, labor or factory stoppages, or strike; supply chain disruptions; public health emergencies including pandemics and epidemics; or other conditions beyond our reasonable control.

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M. Known Pre-existing Breakdown Exclusion. Other than Mismatched HVAC Systems, Breakdowns that existed prior to the Coverage Effective Date, or in the case of a Covered Item a Breakdown that existed prior to the installation of the Covered Item in your Covered Home, that were either known by you or were reasonably detectable by you are not covered. Evidence that the Breakdown existed prior to the Coverage Effective Date is whether the Breakdown would have been apparent from a visual inspection of the Covered Item or by attempting to operate or otherwise turn on the Covered Item.

N. Flues, Vents, Chimneys, Fireplaces, and Exhaust Line Exclusion. Flues, venting, vents (including dryer vents), vent pipes, chimneys, fireplaces or exhaust lines that are connected to a Covered Item are not covered by this Plan Agreement, even if a Modification to such item(s) is required by Applicable Law.

O. Special System Exclusion. Radon mitigation systems; gas, smoke, or leak detection or monitoring systems; and fire sprinkler systems are not covered.

P. Power and Fuel Source Exclusion. The underlying sources of power generation (including electrical and alternative energy sources, such as solar power systems, and those components necessary to convert or otherwise utilize alternative energy (including solar power) in the Covered Home or fuel or associated fuel storage tanks for a Covered Item, or items that are designed to be powered by alternative energy sources, are not covered.

Q. Other Insurance or Warranty Exclusion. Covered Breakdowns that are otherwise covered by a manufacturer, distributor, builder, or any other third-party warranty or extended warranty or insurance are not covered.

R. Manufacturer or Government Recall Exclusion. Any Covered Item that has been determined to be defective by any government entity or for which a manufacturer or distributor has issued a warning, service bulletin, recall, or otherwise determined the Covered Item is defective is not covered until such defect has been remedied by the manufacturer or distributor.

S. Hazardous Materials Exclusion. Unless otherwise expressly stated in this Plan Agreement, any repair or replacement costs that involve, remediate, or are related to hazardous or toxic materials, waste, mold, mildew, bio-organic growth, rot, fungus, animal waste, or similar conditions are not covered.

T. Routine Maintenance Exclusion. This Plan Agreement does not provide coverage for routine maintenance. Routine maintenance includes but is not limited to the replacement of filters in your HVAC system, replacing water filters in your refrigerator's water dispenser, cleaning of a Covered Item, or replacing burnt out or flickering light bulbs. If, however, your Covered Item has experienced a Covered Breakdown, and the Covered Breakdown can be repaired by performing routine maintenance, or the required repair includes performing routine maintenance, such services are covered.

U. Smart Home System and Item Feature Exclusion. Electronic, computerized, wireless internet, or similar equipment or features, including management and/or automation systems, that are not necessary to operate the Covered Item are not covered.

V. Multi-Media Center Exclusion. Multi-media centers, or multi-media centers incorporated into a Covered Item, are not covered.

W. Outdoor Kitchens Exclusion. Outdoor kitchens and associated items are not covered by this Plan Agreement.

9. What do you need to do to get service?

A. Let us know what's wrong – we're here to help.

1. Contact us as soon as you discover a Breakdown of your Covered Item to file your Service Request. Our agents are available twenty-four (24) hours a day, seven (7) days a week. Please contact us by visiting us at myaccount.2-10.com, or calling us at 1-800-775-4736.

2. To help us better serve you, please be prepared to provide information about the Covered Item, such as a description of what's wrong, and any information you have about the Covered Item such as the brand, model number, serial number, location and age. We may request that you provide this information to us via interactive video or other digital means.

3. Make sure to review this Plan Agreement to understand your rights and obligations, and how service will be provided.

B. Pay your Service Fee. The amount of your Service Fee is stated in the Plan Summary. You will be required to pay your Service Fee prior to any service being initiated with respect to a Service Request under your Plan.

C. Schedule Your Service Appointment. Once you have paid your Service Fee, we will initiate services under this Plan Agreement by contacting a Service Contractor within forty-eight (48) hours to schedule the diagnosis appointment under normal circumstances. The diagnosis may occur via an interactive video session with a Service Contractor or us, or we may send a Service Contractor onsite to the Covered Home. The diagnosis appointment will be scheduled at a mutually convenient time during normal weekday business hours (Monday – Friday, 8:00 AM – 5:00 PM). You agree to make yourself reasonably available during normal business hours for services under this Plan Agreement to be provided. If you request an appointment with a Service Contractor outside of normal business hours, on a holiday, or on an expedited basis and the Service Contractor can accommodate such request, you will be responsible for the payment of any additional fees that the Service Contractor may charge for the appointment occurring outside of normal business hours or on an expedited basis. **If you use a service contractor or other repair person not authorized by us without our prior express written approval, we will not provide any reimbursement for any costs you may incur relating to the use of such service contractor or repair person, regardless of whether the costs incurred pertain to a Covered Breakdown of a Covered Item.**

D. Coverage Decision. We will review the diagnosis when we receive the necessary information from the Service Contractor. If we determine that a Covered Breakdown has occurred, we will authorize a Service Contractor to proceed with the repair or replacement as provided in this Plan Agreement. The completion of repairs or replacements may require multiple appointments with the Service Contractor, which will be scheduled at a mutually convenient time during normal business hours. Please review "What are your obligations under this Plan Agreement" with respect to any Covered Breakdown.

E. Provide Required Information.

1. Prior to the Coverage Decision. We may ask you for additional information in order to complete your Service Request. This may include confirmation of your information listed in the Plan Summary, a copy of your home inspection report, proof of repair or replacement, receipts or invoices, or any other information we reasonably determine will assist us in evaluating eligibility and coverage under this Plan Agreement. It is important that you provide us with this information as soon as possible, and in any

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event no later than thirty (30) days from the date we request such information. Failure to provide the information we request within thirty (30) days of the date of the request will result in the closure of your Service Request, and any subsequent Service Requests you file for the same Covered Item will require the payment of a Service Fee. Additionally, if your Plan Agreement subsequently expires, you will not be entitled to any coverage under the Plan Agreement for the closed Service Request.

2. After the Coverage Decision. Once we have made the coverage decision, if we have authorized the Service Contractor to repair or replace the Covered Item, or offered you a Cash-in-Lieu Payment, you must inform us of your decision to proceed with the repair or replacement, or alternatively accept the Cash-in-Lieu Payment, within thirty (30) days from the date we inform you of the coverage decision, or offer you a Cash-in-Lieu Payment, whichever date is later. Failure to provide us with your election within this time period will result in the closure of your Service Request, and any subsequent Service Requests you file for the same Covered Item will require the payment of a Service Fee. Additionally, if your Plan Agreement subsequently expires, you will not be entitled to any coverage under the Plan Agreement for the closed Service Request.

10. How is service provided?

A. General Information. Subject to the terms and conditions of this Plan Agreement, we will repair the identified parts and components of any Covered Items that are part of the Covered Home, if a Covered Breakdown occurs after the Initial Coverage Waiting Period stated in your Plan Summary and while this Plan Agreement is in effect (including any renewal term(s)) up to the applicable Covered Item Limit. If we cannot repair, or elect not to repair in our sole discretion, the Covered Item, we will provide you with a replacement up to the Covered Item Limit, subject to our right to provide you with a Cash-in-Lieu Payment as described in this Plan Agreement. Covered Item Limit(s) reflect the maximum amount of coverage that we will provide for a Covered Item that experiences a Covered Breakdown. You may incur non-covered costs prior to exhausting the applicable Covered Item Limit for services and items that are not covered by this Plan Agreement, and you will be responsible for any costs in excess of a Covered Item Limit.

Unless otherwise expressly stated in this Plan Agreement, the repair or replacement of the Covered Item for a Covered Breakdown includes the steps necessary for, and costs (including labor) associated with: (i) accessing the Covered Item; (ii) diagnosis of the Breakdown; (iii) repair or replacement of the Covered Item, and (iv) installation of a repair or replacement part, component or item. If a Covered Breakdown has occurred, we will decide to repair or replace the Covered Item based on the information provided to us by the Service Contractor. We will only authorize repairs and replacements of Covered Items that can be made in accordance with Applicable Law. Please note that we are not a service contractor, and do not perform repairs. Instead, we utilize a network of independent Service Contractors to perform repairs or replacements.

B. Access to the Covered Item. When attempting to diagnose, repair, or replace a Covered Item, we will cover the costs associated with reasonable access to the Covered Item, including the use of standard equipment. **Except as otherwise noted in this Plan Agreement, we will only provide coverage for access to a Covered Item through one layer of unobstructed drywall, and return such access opening to a Rough Finish. If the Covered Item can only be accessed through a concrete (including cinderblock) wall, floor, or ceiling, we will provide coverage for access to the Covered Item and return such access opening to a Rough Finish, subject to any Special Limits, including Covered Item Limits, noted in this Plan Agreement. We will not cover the costs associated with accessing items that are not reasonably accessible or are inaccessible, such as those that cannot be accessed safely, due to an obstruction, or require non-standard specialized equipment to access the Covered Item. For Covered Items that cannot be accessed due to health or safety concerns, or due to an obstruction, we will not provide service for that Covered Item until such health and safety concerns are remedied, or the obstruction is removed. We will not provide service to any Covered Item where hazardous materials, such as animal waste, are present until such hazardous materials are removed or otherwise remediated.**

C. Type of Repair or Replacement. When repairing or replacing your Covered Item, we will use reasonable efforts to install Covered Items (or any parts or components thereof) of similar capacity, dimensions, capability, color, and finish at reasonable cost, there is no guarantee nor are we under any obligation to provide a replacement part, component, or item that is of the same brand, make, color, finish, or model of your Covered Item. In addition, we reserve the right to: (i) use rebuilt and remanufactured parts; (ii) determine which and how many repairs are necessary; (iii) determine when and if a replacement is necessary instead of a repair; and (iv) use an alternative refrigerant which has been approved by the Environmental Protection Agency ("EPA") for use in your Covered Item, when the refrigerant in your Covered Item is no longer readily available in the Covered Home's geographic location.

D. Removal of Covered Item. When we repair or replace a Covered Item, we will use reasonable efforts to dismantle and remove the Covered Item and, where applicable, recapture, reclaim, and/or dispose of refrigerant. The services provided by this subsection are included and not in addition to any applicable Covered Item Limit or Special Limit.

E. Time to Complete a Repair or Replacement. Our ability to diagnose, repair or replace your Covered Item may be impacted by events outside of our control, such as supply chain shortages impacting parts or item availability, labor shortages, and extreme weather events that create an increased demand for certain repair and replacement services. Because of these outside factors, we cannot guarantee that your Service Request will be completed within a certain period of time.

F. Repair or Replacement Workmanship Guarantee. Repairs and replacements performed on a Covered Item have a thirty (30) day workmanship guarantee, in addition to any applicable manufacturer's warranty that may be included with any replacement parts or equipment. If a particular repair or replacement under your Service Request fails within thirty (30) days after completion, we will send a Service Contractor to correct the Covered Breakdown and you will not be charged an additional Service Fee. We will determine, in our sole discretion, whether to use the same Service Contractor who performed the original repair or replacement.

G. Costs that may not be Covered by this Agreement. There may be items or services that are not covered by this Agreement but are necessary for the repair or replacement of the Covered Item (for example, special permits or Modifications). In this situation(s), you will be responsible for the costs of repairing or replacing the non-covered items and services. Your failure to agree to pay the costs of the non-covered items and services may result in a delay or otherwise prevent the repair or replacement of your Covered Item. We are not responsible for any delays, or additional costs you may incur, from your refusal to pay for non-covered items or services.

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H. Requesting a Second Opinion of a Breakdown Diagnosis. If you have been informed that your Service Request includes a Breakdown that is not a Covered Breakdown, you have the right to request a second opinion within seven (7) days from the date you were informed of the coverage decision. You will be required to pay an additional Service Fee at the time you request the second opinion. If an alternative Service Contractor is reasonably available, we will assign an alternative Service Contractor to provide the second opinion. If your Covered Item was determined to have not experienced a Covered Breakdown because the Covered Item was working at the time the Service Contractor performed the diagnosis, you may request a second opinion, and if reasonably available, the Service Contractor who made the initial diagnosis will perform the second opinion. In addition, we reserve the right to request a second opinion at our cost. Upon receipt of the second opinion, we will determine, in accordance with this Plan Agreement, whether a Covered Breakdown has occurred, and if so, whether to repair or replace the Covered Item. If you requested the second opinion and we determine that the second opinion is different from the original diagnosis and the Breakdown is a Covered Breakdown, we will refund you the amount of the additional Service Fee.

I. Circumstances Where you may Receive a Cash-in-Lieu Payment Instead of a Repair or Replacement. If the Covered Item has experienced a Covered Breakdown, you may be offered Cash-in-Lieu Payment. If you agree to our offer, your Cash-in-Lieu Payment will be the amount we would have paid to repair or replace your Covered Item (which includes but is not limited to any special discount pricing or rates that we receive or have negotiated, shipping, restocking charges or other fees or costs that we have incurred to complete your Service Request), which means the amount will likely be less than the retail cost in your area to repair or replace the Covered Item. In addition, the Cash-in-Lieu Payment will subtract any costs for services that we have already incurred as part of the Service Request to complete the repair or replacement of your Covered Item. You must inform us whether you elect to accept the Cash-in-Lieu Payment, or proceed with the repair or replacement, within thirty (30) days from the date we offer you the Cash-in-Lieu Payment. Failure to do so may result in the cancellation of your Service Request in accordance with the terms of this Plan Agreement.

In addition, there are certain situations where we may require you to accept a Cash-in-Lieu Payment instead of proceeding with a repair or replacement. These situations include, but are not limited to the following:

1. Applicable Law prevents us from performing a repair or replacement of the Covered Item;

2. A breach of the "Be Respectful" section of this Plan Agreement;

3. Repair or replacement of the Covered Item is not reasonably feasible; or

4. The repair or replacement will exceed an applicable Covered Item Limit.

In these circumstances, your Cash-in-Lieu Payment will be the amount equal to our reasonable estimate of retail cost in your area to repair or replace the Covered Item, subject to any applicable limit identified in this Plan Agreement.

Your Cash-in-Lieu Payment cannot be more than the applicable Covered Item Limit stated in this Plan Agreement. We will pay you no later than 30 days after we provide you with notice that you will receive Cash-in-Lieu Payment. We may issue, and you agree to accept, the Cash-in-Lieu Payment via electronic funds transfer, e-cards or check, at our discretion.

We will not provide future coverage for the impacted Covered Item until you give us documentation reasonably acceptable to us, which may include an itemized invoice, proving that you had the Covered Item appropriately repaired or replaced.

11. Can you find your own Service Contractor?

We will provide you with a Service Contractor. In certain limited situations as determined by us, we may ask or permit you to find and contact your own service contractor to diagnose the Breakdown of the Covered Item at our cost. If we authorize you in advance to find your own Service Contractor, the service contractor will be required to contact us directly at the contact information we provide you with at the time we authorize you to use your own service contractor after diagnosing the Breakdown and prior to proceeding with any repair or replacement of the Covered Item. We will review the diagnosis, and if a Covered Breakdown has occurred, authorize the work and cost necessary for the repair or replacement of the Covered Item in accordance with this Plan Agreement. We may request that your service contractor invoice us directly for the cost of diagnosis and any authorized repair or replacement. If your service contractor will not invoice us directly, we will reimburse you the agreed upon price for the diagnosis and any authorized repair or replacement once you provide us with proof of payment. **Please note that the failure of either you or your service contractor to receive prior authorization from us for either (i) any authorized work necessary for the diagnosis and repair or replacement of the Covered Item, and (ii) the cost of such work, may result in no reimbursement provided to you.** The Workmanship Guarantee identified in this Plan Agreement applies to any work authorized by us.

12. Are there additional benefits and maintenance services?

You may be eligible to receive or otherwise have access to additional services and benefits, including certain maintenance and upgrade services, beyond those specified in this Plan Agreement that may be provided by third party organizations, us or our affiliates. In such cases, you may receive notification of the availability of one or more of these additional services and benefits and related communications via any of the communication methods identified in this Plan Agreement. Each of those services may be governed by their own separate terms and conditions that you may be required to agree to prior to the provision of such service or benefit. For additional benefits and services that are provided by us or our affiliate, unless otherwise specified in those additional terms, the terms and conditions of this Plan Agreement apply to those services. You may be charged an additional fee for such services if you elect to use such services.

13. What are your obligations under this Plan Agreement?

A. Be Current on all Plan Fees. To receive the benefits of your Plan and this Plan Agreement, you must be current on all required payments – including the Plan Price and any Service Fees that you may have incurred. We will not provide service under this Plan Agreement if any required payments are past due.

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B. Timely Submission of Your Service Request. The coverage provided by this Plan Agreement does not begin until the Coverage Effective Date. You must file your Service Request during the current Plan Agreement Term. Any Service Request filed after the Plan Agreement Term will be denied, regardless of when the Covered Breakdown occurred.

C. Update Your Contact Information. Keep your contact information, and that of any Authorized Representatives, current and up to date. You can update your information by visiting myaccount.2-10.com or calling us at 1-800-775-4736.

D. Notify us if you no longer own the Covered Home. If you no longer own the Covered Home during the Plan Agreement Term and wish to cancel the Plan Agreement, you must notify us within thirty (30) days from the date you no longer own the Covered Home. Failure to notify us within this thirty (30) day time period will result in a maximum refund of 1/12 of the annual Plan Price, as measured from the date you no longer owned the Covered Home.

E. Be Respectful. Treat our representatives and Service Contractors with respect. We know that requesting service can be stressful, but if you or anyone interacting with us on your behalf are verbally abusive or threaten the safety, well-being, or property of us, our employees or other representatives, or our Service Contractors, or if you fail to provide a reasonably safe environment for services to be performed, we may cancel your Service Request and/or Plan in accordance with the terms of this Plan Agreement and Applicable Law.

14. What payments are required of you?

A. Plan Price. Your Plan Price is due and payable as stated in your Plan Summary, unless we have otherwise provided you with a different price in writing. If you have elected to pay your Plan Price on a monthly basis, the Plan Price is the annual Plan Price amount divided by twelve (12). After the Initial Plan Agreement Term, the Plan Price is paid on a monthly basis unless we agree otherwise.

B. Service Fee. The non-refundable Service Fee is due and payable when you submit a Service Request. Please note, the Service Fee will not be refunded even if the Breakdown at issue is not covered by this Plan Agreement.

C. Additional Costs. There may be additional costs you may be responsible for, including shipping, restocking, and cancellation administrative fees if stated in this Plan Agreement.

D. Payment. You authorize us, or third-party payment processors that we may use, to charge, collect, and process payments for fees you incur pursuant to this Plan Agreement to the credit card, debit card, or other approved method of payment you provided to us. Depending on the Plan Price payment method you selected, you may be charged a one-time fee or on a monthly recurring basis. To the extent you receive a replacement credit card, debit card, or other approved method of payment from your financial institution, you authorize us to receive and use such updated replacement information provided by your financial institution. Cancelling or otherwise changing your payment information without informing us will not cancel this Plan Agreement. In addition, depending on the type of payment method you use, there may be additional terms and conditions associated with that particular payment method that you will need to agree to prior to your use of that payment method. If you select monthly payment of your Plan Price, please note that you will be required to keep a payment method on file with us at all times during the Plan Agreement Term.

15. How long is your Plan Agreement in effect?

A. Initial Plan Agreement Term. The initial term of this Plan Agreement begins on the Initial Plan Agreement Effective Date indicated on the Plan Summary and continues for the time period stated in the Plan Summary subject to the cancellation and non-renewal provisions of this Plan Agreement. Please note that coverage under your Plan does not begin until the Coverage Effective Date, which begins after the expiration of the Initial Coverage Waiting Period stated in your Plan Summary, and may be different than your Initial Plan Agreement Effective Date.

B. Renewal. This Plan Agreement will automatically renew on the Plan Agreement Renewal Date for the Plan Agreement Renewal Term stated in your Plan Summary provided that we have received payment of your Plan Price, unless we or you elect to non-renew your Plan Agreement in accordance with the provisions of this Plan Agreement. At least thirty (30) days in advance of the Plan Agreement Renewal Date, or as otherwise required by Applicable Law, we will provide you notice of any change to the Plan Price of your Plan Agreement, and any material changes to the terms and conditions of your Plan Agreement, if any. If you do not contact us at least three (3) days prior to the Plan Agreement Renewal Date and cancel your Plan your Plan Agreement will automatically renew and we will charge the payment method we have on file for you.

C. Non-Renewal. We reserve the right, in our sole discretion, not to renew your Plan Agreement. If we elect to non-renew your Plan Agreement, we will provide you with notice of such non-renewal at least thirty (30) days in advance of the date this Plan Agreement will terminate, or as otherwise required by Applicable Law. You may also provide us of your non-renewal of your Plan Agreement at least three (3) days in advance of the Plan Agreement Renewal Date.

16. How can your Plan be cancelled?

A. Your right to cancel. You may cancel your Plan Agreement at any time for any reason by contacting us via telephone. If you cancel this Plan Agreement, such cancellation will be effective immediately.

B. Provider's right to cancel. We may cancel your Plan Agreement or discontinue providing coverage under your Plan for the following reasons:

1. Your failure to pay the required Plan Price when due;

2. Breach of this Plan Agreement by you or your Authorized Representative, including but not limited to nonpayment of your Service Fee when due. If we provide you with an opportunity to cure the breach, any cure must be to our reasonable satisfaction; or

3. Upon discovering fraud or misrepresentation of material facts to us by you or your Authorized Representative related to your Plan Agreement.

C. Notice of Cancellation. We may cancel this Plan Agreement immediately and without prior notice to you due to: (i) nonpayment of the Plan Price, (ii) a material misrepresentation made by you to us, or (iii) a substantial breach of your duties under this Plan Agreement. If we cancel this Plan Agreement for any other reason, we will provide you with notice of cancellation and the reason for such cancellation at least fifteen (15) days prior to the stated effective date of the cancellation. We will send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you.

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D. Refunds or Amounts Owed due to Cancellation of this Plan Agreement.

1. Cancellation by you or us prior to the Coverage Effective Date or within the first thirty (30) days of the Coverage Effective Date during the Initial Plan Agreement Term.

a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee.

b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any Service Request we have provided. In addition, if the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee.

c. An additional 10% per month will be added to any outstanding refund amount that is not provided to you within forty-five (45) days after your Plan Agreement is cancelled.

2. Cancellation by you or us after the first thirty (30) days of the Coverage Effective Date and during the Initial Plan Agreement Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any Service Request we have provided plus an applicable administrative fee. If the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. The administrative fee is the lesser of (i) your monthly Plan Price, or (ii) such amount as permitted by Applicable Law.

3. Cancellation by you or us during any Plan Agreement Renewal Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any covered Service Request plus an applicable administrative fee.

17. What do you do if things do not go as expected?

A. Contact Us. We believe you deserve a fair and courteous service experience. If you believe that our service did not meet your expectations, please contact us at 1-800-775-4736. We will work with you to resolve any issue that you may have pursuant to this Plan Agreement. If you have been unable to contact or obtain satisfaction from the Provider, or if you have questions concerning the regulation of service contract providers and administrators, you may contact the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78701, or by calling (800) 803-9202.

B. MANDATORY ARBITRATION; CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND WE CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE THE PARTIES TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. THIS SECTION SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

Any dispute or claim between the parties (including our affiliates) relating to or arising from in any way to this Plan Agreement or the relationships between the parties will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Plan Agreement as a court would. The parties also agree that the Federal Arbitration Act and federal arbitration law applies to any dispute between the parties. In addition, the arbitrator, and not any court, will have exclusive authority to resolve any dispute between the parties relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Section 17, including that any part of this Section 17 is void or voidable, subject to Section 17.B.3 below.

1. Arbitration and Pre-Arbitration Procedures. If a dispute arises between us, the arbitration will be conducted by the American Arbitration Association ("AAA") under the AAA Consumer Arbitration Rules (the "AAA Rules"), except as modified by this Section. The AAA Rules are available at https://www.adr.org/rules-forms-and-fees/consumer/. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, except as modified by this Section. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, videoconference, or based on written submissions, unless the arbitrator determines that another arrangement is necessary.

2. The party who intends to seek arbitration must send a written Notice of Dispute describing the claim and specific relief sought prior to initiating arbitration. All notices to us shall be sent to the following email address: disputenotice@2-10.com. All notices to you will be sent to the electronic mail address we have on file for you. The notice must be labeled "Notice of Dispute" and must include the initiating party's digital or ink signature and, if the party is represented by an attorney, the attorney's signature. No arbitration shall be commenced, and no arbitration fees shall be assessed, until we have received a compliant written notice and we have had 30 days to evaluate and respond to the notice.

3. Class Action Waiver. You and we each agree that any dispute resolution proceedings, including any arbitration, will be conducted only on an individual basis and not in a class action lawsuit, class-wide arbitration, or any other consolidated or representative action. Any dispute or claim will be brought in an individual capacity only, and an arbitrator will have no authority to award class-wide relief or relief to any other claimant. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver provision is unenforceable shall be decided by a court and not an arbitrator.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE ACTION IN ANY FORUM.

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4. Batching of Similar Actions. To increase efficiency of resolution, if 25 or more similar arbitration demands, presented by or with the assistance of the same law firm(s) or organization(s), are submitted to AAA in accordance with the rules described above within a 30-day period, and to the extent such demands qualify as a Mass Arbitration under the AAA Mass Arbitration Supplemental Rules, the arbitration shall be administered by AAA in accordance with its Mass Arbitration Supplemental Rules in effect as of the effective date of this Plan Agreement. AAA shall (a) group the arbitration demands into batches of no more than 25 demands per batch (plus, to the extent there are less than 25 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (b) provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. The arbitrator shall resolve all arbitration demands within each batch on an individual basis, and a final award in any one arbitration shall not have any preclusive effect in any other arbitration. You agree to cooperate in good faith with us and AAA to implement such a batch approach to resolution and fees.

C. PLAN AGREEMENT AGGREGATE LIMIT OF LIABILITY. The most we will pay for any and all claims, including all Service Requests, arising out of or from this Plan Agreement is $50,000 during the Initial Plan Agreement Term, and after the expiration of the Initial Plan Agreement Term during any twelve (12) month period.

D. SURVIVABILITY AND SEVERABILITY. Your and our rights and obligations under this Section will survive any termination or expiration of the Plan Agreement. In addition, if any portion of this Plan Agreement is found to be unenforceable, that portion will be severed, and you and we may enforce the remainder of this Plan Agreement

18. Where can you find your Plan Agreement?

A. Current Plan Agreement. You may be provided with the initial Plan Agreement via hard copy or electronically. The current Plan Agreement in effect is always available by visiting your "Homeowner Portal" at myaccount.2-10.com. After the initial term, your Plan Agreement may be updated from time to time in accordance with the provisions of this Plan Agreement, and such updated Plan Agreement is only available online at myaccount.2-10.com. To request a paper copy of the Plan Agreement in effect on the date of your request, please contact us at 1-800-775-4736. We will provide the paper copy of your Plan Agreement to you free of charge.

B. Notice of Plan Agreement Changes. We will provide to you, with thirty (30) days advance notice in writing, any material changes to the terms and conditions of this Plan Agreement, including but not limited to changes to the Plan Price, Plan Term, or the coverage provided. If you cancel your Plan Agreement due to a notice of Plan Agreement change, you will not be charged an administrative fee. We will provide this notice via any of the communication methods identified below. Your continued use of the Plan after we provide such notice constitutes your acceptance of the changes.

19. What else do you need to know? General Legal Provisions.

A. Provider Information. Home Buyers Resale Warranty Corporation is the provider of this Plan Agreement for Covered Homes located in Texas. In addition, during the Plan Agreement Term, we may substitute the Provider of this Plan Agreement with a subsidiary or affiliate, provided any required regulatory approvals have been obtained. The new Provider will assume all of our obligations under this Plan Agreement without interruption or modification.

B. Full Faith and Credit of Plan Agreement. Our obligations under this Plan Agreement are backed only by the full faith and credit of the Provider and are not guaranteed under a service contract reimbursement insurance policy. Please note, **THIS PLAN AGREEMENT IS NOT A CONTRACT OF INSURANCE.**

C. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE PROVIDER FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER CHAPTER 1304, OCCUPATIONS CODE.

D. Transfer of this Plan Agreement. This Plan Agreement provides coverage for the Covered Home listed in the Plan Summary. If ownership of the Covered Home changes during the term of this Plan Agreement, you must contact us at 1-833-318-7636 to transfer this Plan Agreement to the new owner of the Covered Home within thirty (30) days from the date the ownership of the Covered Home transfers.

E. Governing Law. This Plan Agreement is governed by the law of the state where the Covered Home is located.

F. How We'll Communicate with You. We may communicate with you via letter mailed to the last mailing address provided by you to us, by email, mobile phone text message, or via your Plan Summary. We may also post messages via your online "Homeowner Portal." By entering into this Plan Agreement, you expressly agree to such communication methods. All communications will be in English unless otherwise required by Applicable Law.

G. Authorized Representatives. You may designate Authorized Representatives to communicate with us on your behalf regarding a Covered Home or Service Request, provided such individuals are eighteen (18) years of age or older. You must provide us with such designation in writing, or as otherwise directed by us.

H. Privacy Policy. As part of the services provided to you by the Plan Agreement, we may collect, use and disclose personal information about you for the purposes of establishing, managing, and maintaining our relationship with you in accordance with our Privacy Policy, available at www.2-10.com/privacy-policy. Your information may be shared with our Service Contractors and other third parties as explained in our Privacy Policy.

20. INTENTIONALLY OMITTED.

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21. Definitions Appendix

Applicable Law: The applicable federal and state laws, rules, regulations, ordinances, and codes that apply to your Plan.

Authorized Representatives: The natural persons authorized by you to file a Service Request or communicate with us on your behalf.

Breakdown: The electrical or mechanical failure of the Covered Item to operate as designed when installed and used in accordance with the applicable manufacturer's instructions and Applicable Law.

Cash-in-Lieu Payment: The monetary payment you may receive instead of us repairing or replacing your Covered Item.

Covered Breakdown: A Breakdown of a Covered Item due to a Covered Cause as provided by this Plan Agreement.

Covered Cause: The cause of the Breakdown we will cover as identified in this Plan Agreement.

Covered Home: The real property at the Covered Home address that meets the criteria set forth in this Plan Agreement.

Covered Items: The items identified and defined as eligible for coverage by the terms and conditions of this Plan Agreement.

Covered Item Limit: The maximum amount of coverage we will provide to repair or replace the individual Covered Item during any twelve (12) month period beginning on the Coverage Effective Date.

Improper Installation or Repair: The Breakdown of the Covered Item caused by the improper installation or repair of the Covered Item.

Installed, Permanently Installed, or Built-In: An item or system that is intended by the manufacturer to be installed, attached or integrated into another item (such as in a wall, countertop, or cabinetry or other items) and is not designed or intended to be freestanding or regularly moveable.

Insufficient Maintenance: The Breakdown of the Covered Item caused by the failure to perform regular or recommended maintenance.

Member, you, or your: The party to this Plan Agreement who is eighteen (18) years or older, or the age of majority in your legal jurisdiction, who either owns the Covered Home or has the authority to direct repairs of Covered Items located within the Covered Home.

Mismatched HVAC System: A covered heating, ventilation and air conditioning system where the components of the Covered Item do not match as required by the applicable manufacturer's instructions or Applicable Law.

Modification: Any necessary alteration, upgrade or replacement that may be required or necessary to an item(s) as further defined by the terms and conditions of this Plan Agreement.

Modifications, Permits, and Codes Limit: The total amount of coverage we will provide during the Initial Plan Agreement Term, and after the Initial Plan Agreement Term the total amount of coverage we will provide during any twelve (12) month period beginning on the Plan Agreement Renewal Date if the repair or replacement of a Covered Item requires any of the following: (i) Covered Item Modifications; and (ii) permits, testing, correction of existing code violations and/or inspections required by Applicable Law.

Normal Wear and Tear: The expected and natural deterioration of the Covered Item that occurs over time when used in a normal and expected manner for residential purposes.

Plan: The home warranty plan you purchased and is provided by this Plan Agreement. The name of your Plan is identified in the Plan Summary.

Plan Agreement: Means this Home Warranty Plan Agreement applicable to your Plan.

Plan Agreement Term: The applicable term of your Plan Agreement as described in the Plan Summary.

Primary Function: The primary function(s) which the Covered Item is intended to perform as specified by the manufacturer and is one of the primary purposes a reasonable consumer would purchase the Covered Item for residential use.

Provider, we, us or our: The provider/obligor of the Plan as identified in the Plan Summary.

Rough Finish: The basic level of finish that any access holes or openings made by the Service Contractor will be returned to as part of a Service Request prior to sanding and any application of any primer, sealant, paint, tile or other type of final decorative covering.

Rust, Corrosion, or Sediment: A Breakdown of the Covered Item due to the presence of rust, corrosion, or sediment on or in the Covered Item.

Service Contractor: The independent repair service provider authorized by us to perform services under this Plan Agreement.

Service Request: The individual request for service for a Covered Item you place with us under your Plan.

Trade Service Call Fee or Service Fee: The non-refundable fee collected at the time you submit a Service Request to diagnose the Covered Item, unless otherwise stated in this Plan Agreement.

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