

RESIDENTIAL SURGESHIELD® PROGRAM TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** These Terms and Conditions ("Terms") shall govern your purchase of the SurgeShield® installation services ("Services") and your use, for the duration of these Terms, of the SurgeShieldSM equipment ("Equipment") provided in connection with the FPL Energy Services, Inc. doing business as FPL Home ("FPL Home") SurgeShield® program (the Services and your use of the Equipment are collectively referred to as the "Products") at your designated residential location ("Site"). The prices for the Products are based upon information you provided and apparent conditions at the Site without an extensive investigation by FPL Home. THERE IS A POSSIBILITY OF THE EXISTENCE OF UNKNOWN CONDITIONS AT OR ON YOUR SITE THAT MAY ADVERSELY AFFECT FPL HOME'S ABILITY TO PROVIDE THE PRODUCTS AT YOUR SITE. YOU ACKNOWLEDGE THAT FPL HOME DOES NOT ASSUME THE RISK OF AND SHALL NOT BE RESPONSIBLE FOR ANY SUCH UNKNOWN CONDITIONS.

2. **ACCESS/ASSISTANCE.** You shall provide FPL Home (and its contractors) with access (i) to all necessary areas, and provide necessary requested information related to utility service and equipment operation at the Site, and (ii) for Equipment installation, Equipment maintenance, and Equipment removal pursuant to Section 12. You are aware that FPL Home is relying upon the accuracy and completeness of such information in order to properly perform the Services. FPL Home shall have the right to suspend the Services or adjust the installation schedule accordingly in the event that there is inadequate access to the Site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Service. In the event of damage to the electric utility meter at the Site that is caused by you, your agents or your contractors, you agree to indemnify, defend and hold FPL Home and its contractors harmless and pay all repair or replacement costs associated with such damage.

3. **WARRANTY EXCLUSION.** FPL HOME WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER. THE EQUIPMENT IS SOLELY WARRANTED BY THE MANUFACTURER AS SET FORTH IN EXHIBIT A ATTACHED HERETO ("MANUFACTURER"). EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY FPL HOME. FPL HOME EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND DOES NOT WARRANT THAT THE EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THE FOREGOING WARRANTY FROM THE MANUFACTURER IS EXCLUSIVE TO YOU AND NON-TRANSFERABLE OR ASSIGNABLE, AND THE REMEDY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 5. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. ADDITIONALLY, IN NO EVENT WILL MEDICAL, LIFE SUPPORT OR OTHER NON-SURGESHIELD EQUIPMENT BE COVERED UNDER THIS WARRANTY.

4. **EXISTING CONDITIONS.** FPL Home is only being retained to perform Services relating to the installation of the Equipment and shall not be responsible for (a) identifying any hazardous conditions and/or illegal or improper construction, or (b) correcting any hazardous condition and/or non-compliant construction (i.e. construction contrary to applicable laws, codes, rules, and regulations). You shall be responsible for receiving any and all consents necessary or required in order for FPL Home to perform the Services hereunder. Neither FPL Home nor its contractors are responsible for any damage which may arise from existing conditions, including but not limited to improper wiring and installation of pre-existing equipment at the Site.

5. **LIMITATION OF LIABILITY FOR ALL CLAIMS.** You acknowledge and understand that the Products are not being offered or provided by Florida Power & Light Company ("FPL"). Further, you acknowledge and understand that neither FPL nor FPL Home is liable for any defects in the Equipment or for the manufacturer's warranty attached as Exhibit A. FPL Home obligations under these Terms shall be limited to re-performing any Services not in conformance with the Services warranty. Claims relating to Services shall be made to FPL Home immediately following the discovery of such non-conformance. Claims relating to Equipment shall be made to the Manufacturer pursuant to Exhibit A. NOTWITHSTANDING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF FPL HOME, ITS PARENT, THEIR AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ASSIGNS ("FPL HOME ENTITIES") TO YOU OR ANY THIRD PARTY, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED IN ANY WAY TO THE SURGESHIELD PROGRAM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) ARE LIMITED TO THE AMOUNT YOU HAVE ACTUALLY PAID FOR THE PRODUCTS. IN NO EVENT SHALL FPL HOME ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES EXCEEDING THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS NOR SHALL FPL HOME ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE SERVICE OR ANY CONNECTION EQUIPMENT THERETO OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-SURGESHIELD PROPERTY) EVEN IF FPL HOME OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).

6. **DISCLAIMER AND RELEASE.** SURGESHIELD PRODUCTS ARE OFFERED AND PROVIDED BY FPL HOME, AN UNREGULATED SUBSIDIARY OF FPL. BY ENROLLING IN FPL Home, Inc. (SurgeShield), P.O. Box 029100, Miami, FL 33102-9100

THE SURGESHIELD PROGRAM: (I) YOU ACKNOWLEDGE THAT FPL, ITS AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPL HOME), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PRODUCTS, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS; AND (II) YOU AGREE TO RELEASE FPL, NEXTERA, AND ALL OF THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPL HOME) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PRODUCTS OR PROGRAM.

7. **FORCE MAJEURE.** FPL Home shall not be responsible to you in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and is not caused by FPL Home. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

8. **DOCUMENTATION.** FPL Home may provide you with manuals, data, or information (collectively, "Documentation") applicable to the Equipment in FPL Home's possession. Any documents provided hereunder are for informational purposes only, FPL Home makes no warranty or representation with regard to the accuracy or completeness of any such documents or information provided by FPL Home, and FPL HOME EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH REGARD TO SUCH DOCUMENTATION.

9. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** These Terms and the SurgeShield Program, shall be governed by the laws of the State of Florida. Any suit relating to these Terms, Products, and/or the SurgeShield Program shall be instituted in any state or federal court in Palm Beach County, Florida, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY SIGNING UP FOR THIS PROGRAM, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION WITH FPL HOME BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THESE TERMS, THE SURGESHIELD PROGRAM, THE PRODUCTS AND/OR THE PERFORMANCE OF SERVICES PROVIDED BY FPL HOME.

10. **CUSTOMER SUPPORT NUMBER.** In order to obtain customer service hereunder, FPL Home must be contacted 1-800-590-1235 no more than seven (7) business days of discovery of the damaged or nonperforming Service.

11. **SEVERABILITY.** If any provision of these Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

12. **OWNERSHIP.** FPL Home retains all ownership of the Equipment and reserves the right to remove the Equipment without notice at any time on or after termination of the Services pursuant to Section 14 (Termination).

13. **ASSIGNMENT.** FPL Home may, in its sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, you shall not assign, delegate or otherwise dispose of your obligations hereunder without FPL Home's written consent.

14. **TERMINATION.** Upon notice to you in any reasonable form, FPL Home may terminate these Terms and its provision of the Equipment and/or Services in the event (a) FPL Home determines, in its sole discretion, that the Equipment cannot be installed at the Site for whatever reason, whether resulting from technical, safety or otherwise, (b) if any regulatory agency promulgates any rule or order which in effect or application substantially impedes FPL Home from fulfilling its obligations hereunder, or materially and adversely affects FPL Home's ability to provide the Products under these Terms, (c) you breach any term or condition contained herein, including without limitation, your obligation to make payment for the Products provided hereunder by the due date of your FPL electric utility bill, or (d) FPL Home, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Products, or (ii) to discontinue your specific use of the Equipment and/or Services hereunder. You may cancel your order for the Products at anytime upon thirty (30) days written notice to FPL Home. You will receive a full refund if you provide FPL Home a written request for refund within seven (7) days of your initial receipt of the Services, or of your receipt of any applicable gift or prize to subscribe to such Services, which ever is later. FPL Home will process such refund request within 30 days of its receipt of the refund request.

15. **AUTHORITY.** You represent to FPL Home that you have the authority to enter into and bind you to these Terms and that you shall bear all costs attributable thereto, and you shall, at your own expense, defend, indemnify and hold FPL Home harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by FPL Home as a result of an allegation or claim that you did not have such authority.

16. **ENTIRE TERMS.** These Terms are the entire understanding between the parties and supersede any terms in any purchase orders or other documents from you, and supersedes all prior agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of the text of these Terms. FPL Home may amend these Terms from time to time, but such modifications to the Terms shall be effective upon FPL Home delivery of notice to you.

SURGE SHIELD

RESIDENTIAL FIFTEEN YEAR EXTENDED SURGE SUPPRESSOR 'LIMITED' WARRANTY

[This is not an insurance program.]

A. What Does This Warranty Cover?

Subject to the exclusions of Section D, Manufacturer (as defined in Section G below) hereby provides an extended limited warranty to SurgeShield customers of FPL Energy Services, Inc. doing business as FPL Home ("FPL Home") that its meter-based surge protective device ("SPD") that Manufacturer manufactures or supplies to FPL Home will be free from defects in materials and workmanship. Subject to Section C, this extended limited warranty covers physical damage to Standard Residential Equipment, as defined below, caused by a defective SPD as a result of a "transient voltage" or "surge voltage" as defined by IEEE C62.41.

Standard Residential Equipment is defined as central air conditioners, clothes washers and dryers, refrigerators, dishwashers, electric ranges, hot water heaters and other major motor-driven home appliances (i) within the residence, or (ii) with respect to well or pool equipment, within four (4) feet of the residence. Standard Residential Equipment does not include (i) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and Security Systems, or (ii) medical or life support equipment. Manufacturer will make the final determination as to whether equipment is Standard Residential Equipment.

B. How Long Does the Coverage Last?

This extended limited warranty is valid fifteen (15) years starting from the date that the SPD is manufactured by Manufacturer ("Warranty Period"). If you have questions as to the date of manufacture, please contact Manufacturer or FPL Home for further information. See Section G below for determining the Manufacturer of the SPD and the Manufacturer contact information at the end of this document.

C. What Will Manufacturer Do?

If any SPD proves defective during the Warranty Period, Manufacturer will repair (without charge for parts or labor) or will provide a replacement in exchange for the defective SPD.

If it is determined, at the Manufacturer's sole discretion, that a transient voltage/surge current has passed through a defective SPD and caused physical damage to Standard Residential Equipment as defined above, Manufacturer will either reimburse customer the fair market value of the damaged equipment immediately preceding the failure, reimburse customer for reasonably incurred repairs, or pay customer the cost of reasonable estimated repairs, provided however that customer must have followed proper claim procedures as described in **Section E, "How To Get Service?"**. In order for a SPD to be deemed defective, (i) the SPD must show an indication of activation and the fuse wire(s) have disconnected and (ii) the SPD must have failed to perform its function according to the manufacturer's published SPD specifications. Manufacturer's liability will not exceed \$5,000.00, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific appliance, per occurrence, with a maximum of \$500,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim. In addition and at Manufacturer's sole discretion, if it is determined that you are entitled to compensation, you will be either given the fair market value of the damaged equipment immediately preceding the failure, reimbursed for reasonably incurred repairs, or paid the cost of reasonable estimated repairs.

D. What Does This Warranty Not Cover?

This extended limited warranty does not cover any SPD where Manufacturer's nameplate or FPL Home's SurgeShield nameplate has been deliberately tampered with or removed. This warranty shall not apply to any defect, failure, or damage caused by repair of the SPD not performed by an authorized Manufacturer's service center. **This warranty excludes (a) bodily injury to persons, (b) defects caused by or damages resulting from operation of the SPD under conditions exceeding Manufacturer's published SPD specifications, such as continuous steady over-voltages as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) generators and any damages caused by a SurgeShield customer's on-site backup generator, (e) elevators and elevator equipment; (f) electric cars or supplemental equipment associated with electric cars; (g) solar equipment; (h) or any damages caused by a defective SPD other than physical damage to Standard Residential Equipment.** Under no circumstances, will Manufacturer guarantee performance for a direct lightning strike not carried down the utility power lines or passing through the transformer and then the SPD.

Manufacturer shall only be liable to pay those damages incurred which are covered under this warranty and for which a customer has not recovered or does not intend to recover from a third party or insurance carrier. In no event shall a customer be entitled to a “double recovery”. Any and all possible subrogation claims which may be made by a homeowner’s insurance company are hereby waived. Homeowner expressly acknowledges this provision and intends for its insurance company to be bound by this subrogation prohibition. **Manufacturer DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED.**

E. How To Get Service?

SPD Product Claims Procedure: In order to obtain service under this warranty, FPL Home (1-888-No-Surge) must be given notice of the SPD defect within seven (7) working days of discovery of the defect. FPL Home will remove the SPD and will return it to Manufacturer for inspection and to determine if the SPD is defective. Manufacturer will repair or replace any SPD it finds to be defective.

Damaged Standard Residential Equipment Claims Procedure: A customer must give FPL Home notice of a physical damage claim for Standard Residential Equipment within seven (7) working days of discovery of the damaged equipment. A claim form will be sent to the customer by FPL Home, which must be completed in its entirety and returned to Manufacturer within thirty (30) days. This claim form must contain a detailed description of the nature and extent of any repairs done to repair the physical damage to the Standard Residential Equipment along with all receipts. If any repairs have not been done at the time the claim form is submitted, the customer must send a written estimate provided by an independent service provider of the necessary repairs with the claim form. Failure to properly complete these procedures will result in the claim being permanently denied. Manufacturer or an authorized representative of Manufacturer reserves the right to inspect the damaged parts of the Standard Residential Equipment, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Manufacturer shall be the sole judge of failure and will make final determination of claims awards.

F. How Can I Appeal a Claims Decision?

If a customer is not satisfied with a claims decision made by Manufacturer, the customer may request reconsideration by contacting FPL Home at 888-No-Surge.

G. Who are Manufacturer and FPL Home?

SurgeShield is offered by FPL Energy Services, Inc. (FPL Home), an unregulated subsidiary of Florida Power & Light Company (FPL). SurgeShield is not offered, administered, warranted, guaranteed or backed by FPL. FPL Home can be reached at 6001 Village Blvd., West Palm Beach, FL 33407 or by phone at 888-No-Surge.

The manufacturer and/or supplier of the SPD are either Meter-Treater Inc. or KENICK, Inc. The applicable manufacturer and/or supplier (“Manufacturer”) can be easily identified by the color of the label on the device attached to the home. A blue or orange label indicates that Meter Treater, Inc. is the Manufacturer. A green label indicates that KENICK, Inc. is the Manufacturer. The applicable Manufacturer is responsible for this warranty and can be contacted at the address listed below.

H. How Does State Law Apply?

These are the sole warranties made by Manufacturer with respect to the Product. No other express or implied warranties are given. Also, other than provided for above, direct, indirect, consequential and incidental damages are not recoverable under this warranty.

Meter-Treater, Inc.
1349 South Killian Drive
Lake Park, Florida 33403
1-800-342-6890 / Fax 1-561-848-2372

KENICK, Inc.
1025 1st Ave. North
St. Petersburg, Fl 33705
1-800-362-9997

ELECTRONICS SURGE PROTECTION SERVICE WARRANTY TERMS AND CONDITIONS

These Electronics Surge Protection Service Warranty Terms and Conditions ("Terms") shall govern Your purchase of the Electronics Surge Protection Service Warranty Plan ("Plan") from the Obligor for Your Covered Property located at Your Residential Address. This Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

1. DEFINITIONS.

- 1.1 Administrator means FPL Energy Services, Inc. doing business as FPL Home ("FPL Home"), with offices located at 6001 Village Blvd., West Palm Beach, Florida 33407.
- 1.2 Aggregate Annual Claim Limit means the maximum that the Obligor will pay You for aggregate losses for all Claims from You received within a twelve month (12) period from the Effective Date and every twelve month period thereafter pursuant to these Terms and in accordance with Exhibit A.
- 1.3 Claim means Your request for payment, pursuant to these Terms, for Failure of Covered Property caused by a Power Surge.
- 1.4 Coverage Limit means the maximum that the Obligor will pay You for any one Claim and Power Surge event.
- 1.5 Covered Property means the categories of products set forth in Exhibit A that are owned by a household member, and that are located at Your Residential Address set forth in Exhibit A, subject to the exclusions of Section 2.2 below.
- 1.6 Effective Date means the effective date of the coverage under the Plan as set forth in Exhibit A.
- 1.7 Exhibit A means the Exhibit A (Coverage Summary) attached hereto.
- 1.8 Failure means that Covered Property becomes inoperable and unable to perform its designed function.
- 1.9 FPL means Florida Power & Light Company.
- 1.10 Obligor means United Service Protection, Inc., located at 11222 Quail Roost Dr. Miami, FL 33157.
- 1.11 Obligor Entities means Obligor, Underwriter, its parent, their affiliates, subsidiaries and their respective officers, directors, employees, contractors and assigns.
- 1.12 Plan Fee means the monthly fee for the Plan set forth in Exhibit A, plus applicable Florida sales tax, that will be billed on Your FPL electric utility bill.
- 1.13 Power Surge means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including lightning strikes, power returning after an outage, and wildlife interfering with power lines.
- 1.14 Replacement Value means the cost (excluding all applicable transactional taxes and deliveries and/or shipping costs), at the time of the Claim, to purchase property of like kind and quality and of comparable performance to the applicable Covered Property.
- 1.15 Residence means Your residence used solely for residential purposes.
- 1.16 Residential Address means the designated location of Your Residence, as set forth in Exhibit A.
- 1.17 Technician means a licensed and insured individual and/or entity in the particular trade that is qualified to assess the damage to the Covered Property caused by a Power Surge.
- 1.18 Underwriter means the insurance company responsible for the Obligor's obligations under this Plan in the event of default by the Obligor.
- 1.19 You or Your means the account name of record on the FPL electric utility bill for the Residence and who is the purchaser of the Plan.

2. SCOPE OF PLAN.

- 2.1 Plan Coverage. In consideration of payment of the monthly Plan Fee and subject to the Terms, the Plan provides for reimbursement, by the Obligor, either itself or through its Underwriter, of the repair of the Covered Property, or if not repairable in accordance with Section 3.1, the Replacement Value of the Covered Property, in the event that Your Covered Property is subject to a Power Surge that results in a Failure of the Covered Property, plus reasonable Technician costs or fees associated with the evaluation or determination of the cause of Failure (Technician diagnostic fee, trip charge, etc.). If a like kind or quality product is unavailable, at the Obligor's discretion, You may receive the Replacement Value of a product that is the most comparable replacement of the Covered Property. In no event will the reimbursement by the Obligor, either itself or through its Underwriter, of the Replacement Value of the Covered Property exceed the original purchase price of the Covered Property (excluding all applicable transactional taxes and delivery and/or shipping costs). The Plan Fees charged for the Plan are not subject to regulation by the Office of Insurance Regulation of the Financial Services Commission. Neither the Administrator nor the Obligor shall have an obligation to pay a Claim if You are in default of Your obligations to make payment of the monthly Plan Fee.

2.2 Property Not Covered. The Plan does not cover the following:

- a. Failure of Covered Property prior to the Effective Date;
- b. Damage to any property not specifically named as Covered Property in Exhibit A, including but not limited to medical or life support equipment, antiques, any motor driven appliances, plumbing, heating system, cooling or air conditioning system;
- c. Failure of Covered Property due to any cause other than a Power Surge, including but not limited to Failure resulting caused by normal wear and tear, accident, abuse, misuse, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, vandalism, Acts of God (such as fire, windstorm, flood, hurricane or other similar acts) other than lightning, continuous steady over-voltages as a result of power delivery system damage or flaws, or a caused by an onsite backup generator;
- d. Damage to any property not owned by a household member or located at the Residential Address at the time of loss;
- e. Any property that is not used for residential purposes, including but not limited to property located in a dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school, and property that is used commercially.

- f. Failure of Covered Property not reported in a Claim within thirty (30) days of the date of the applicable Power Surge.
 - g. Any losses, costs of fees not directly related to the Replacement Value of the Covered Property, including but not limited to loss or corruption of data and/or the restoration of software and operating systems associated with any Covered Property, any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof, any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment or as necessary to comply with federal, state, and local law, code, regulation, or ordinance, and any fees or costs associated with the removal, installation or re-installation, and/or disposal of (1) old and/or replacement systems, (2) service lines and/or (3) components, and any fees or any costs related to disposal fees arising from hazardous or toxic material, or asbestos.
 - h. Covered Property and or any components that do not meet industry standards; and
 - i. Failure of Covered Property that is covered by any insurance policy or other warranty or service warranty.
- 2.3 Administration. The obligations of the Administrator under the Plan shall be limited to the collection and processing of monthly Plan Fees and cancellations, the processing of Claims, the distribution of Claim payments on behalf of the Obligor, either itself or through its Underwriter, and termination of participation in the Plan. BY ENROLLING IN THE PLAN, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ADMINISTRATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM THE OBLIGOR'S OR THE OBLIGOR'S NON-PAYMENT OF ANY CLAIM.
- 3. FILING A CLAIM.**
- 3.1 Claims Process. The following describes the Claims process that must be followed in order to seek reimbursement for the repair, or if not repairable, for Replacement Value of Your Covered Property, in the event of a Failure of Your Covered Property caused by a Power Surge:
- a. You must obtain a Claim form by either contacting the Administrator or downloading a Claim form from Administrator's web site.
 - b. The Claim form must be completed in full and returned to the Administrator within thirty (30) days from the date that You discovered a Failure to Covered Property caused by a Power Surge.
 - c. Your Claim form must include a copy of Your invoice from the Technician that satisfies the requirements of Section 3.1.d below.
 - d. The invoice from the Technician must (i) be on business letterhead including name, address and telephone number of the qualified Technician (ii) must include a complete description of Covered Property, (iii) the cost of the repair of the Covered Property, or a statement that such Covered Property is not repairable, and (iv) a statement that the damage to the Covered Property was caused by a Power Surge, provided however that if such a statement is not included in the invoice, the Administrator may also determine in its sole discretion, based upon the internal business records of Administrator or FPL, whether there has been a Power Surge at Your Residence that caused the Failure.
- e. If the Covered Property is not repairable, You must also submit a receipt for, or documentation reasonably establishing the Replacement Value.
- 3.2 Qualified Technician. The Obligor, Administrator and Underwriter reserve the right in all cases to determine, in their reasonable discretion, if a particular Technician is qualified. In order to obtain customer service related to any Claim, Administrator may be contacted at 1-866-289-8136 from 8am - 5pm, Monday – Friday or send correspondence to P.O. Box 029100, Miami FL, 33102.
- 4. WARRANTY.** The Obligor, Administrator and Underwriter warrant that their obligations under these Terms will be performed in a professional and workmanlike manner. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY.
- 5. TRANSFERABILITY.** This Plan is transferable to Your new residence if You relocate from Your Residential Address and if such new address is within the service territory of FPL. This Plan may not be transferred to any other person or entity. If You change residence, You must notify Administrator by calling toll-free at 1-866-289-8136, within thirty (30) days.
- 6. LIMITATIONS OF LIABILITY.**
- 6.1 Waiver of Non-Direct Damages. IN NO EVENT SHALL THE OBLIGOR ENTITIES OR ADMINISTRATOR OR ITS AFFILIATES (COLLECTIVELY, "PLAN ENTITIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE COVERED PROPERTY OR ANY CONNECTED OR ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-COVERED PROPERTY) EVEN IF PLAN ENTITIES OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).
- 6.2 Maximum Liability. The total liability of the Obligor Entities to You or any third party, for any and all claims arising from or related in any way to the Plan (whether in contract, tort, strict liability, or otherwise) is limited (1) per Claim to the Coverage Limit set forth in Exhibit A, and (2) in the aggregate during any twelve (12) month period from the Effective Date pursuant to

these Terms and in accordance with the Aggregate Annual Claim Limit set forth in Exhibit A.

7. **DISCLAIMER AND RELEASE.** Although the Plan Fees will be charged to You on Your electricity utility bill from FPL, The plan is not provided by FPL. The Obligor, Administrator and Underwriter are solely responsible for issuing, providing, and administering the Plan, respectively. BY ENROLLING IN THE PLAN: (I) YOU ACKNOWLEDGE THAT FPL, NEXTERA, THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN ADMINISTRATOR), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PLAN, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PLAN; AND (II) YOU AGREE TO RELEASE FPL, NEXTERA, AND ALL OF THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN ADMINISTRATOR) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PLAN.

8. **FORCE MAJEURE.** The Obligor, Administrator and Underwriter shall not be responsible to You in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and not caused by the Obligor, Administrator or Underwriter. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

9. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION.** These Terms and the Plan shall be governed by the laws of the State of Florida. Any suit relating to these Terms or the Plan shall be instituted in any state or federal court in Palm Beach County, Florida, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY SIGNING UP FOR THE PLAN, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THESE TERMS, THE PLAN, AND/OR THE PERFORMANCE OF SERVICES PROVIDED BY THE OBLIGOR, ADMINISTRATOR AND UNDERWRITER. You agree to only bring any Claim against the Obligor, Administrator or Underwriter in Your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. While this provision is mandatory, the outcome shall be non-binding on the parties, and either party shall have the right to reject the award and bring suit in a court of competent jurisdiction. This action will take place in the county where You reside.

10. **SEVERABILITY.** If any provision of these Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

11. **ASSIGNMENT.** The Obligor, Administrator or Underwriter may, in their sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an

affiliate or subsidiary, or other third party without notice to you. However, You shall not assign, delegate or otherwise dispose of Your obligations hereunder without the written consent of the Obligor, Administrator or Underwriter. Any such assignment in violation of this Section shall be null and void.

12. TERM, TERMINATION, RENEWAL AND REFUNDS.

12.1 **Term.** Coverage under this Plan begins on the Effective Date and will continue on a month to month basis until terminated pursuant to this Section.

12.2 **Termination.** Upon notice to You in any reasonable form, the Obligor, Administrator or Underwriter may terminate Your Plan in the event that (a) any regulatory agency promulgates any rule or order which in effect or application substantially impedes the Obligor, Administrator or Underwriter from fulfilling its obligations hereunder, or materially and adversely affects the ability of the Obligor, Administrator or Underwriter to provide the Plan under these Terms, (b) You breach any term or condition contained herein, including without limitation, Your obligation to make payment of the monthly Plan Fee by the due date of Your FPL electric utility bill, or for fraud or material misrepresentation by you, or (c) the Obligor, Administrator or Underwriter, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Plan, or (ii) to discontinue Your specific participation in the Plan. You may terminate Your Plan at any time upon thirty (30) days written notice to Administrator.

12.3 **Renewal.** This Plan automatically renews on a month to month basis unless terminated by you, the Obligor, Administrator or Underwriter in accordance with Section 12.2. The Obligor, Administrator or Underwriter reserves the right to change, at any time, the Plan Fees and/or coverage. However, You will be notified of any such change(s), not less than forty-five (45) days prior to any renewal term; provided however that (i) if You are paying non-discounted Plan Fees and add another FPL HOME product that qualifies You for discounted Plan Fees, then Your Plan Fees may be immediately decreased by FPL HOME without notice, and (ii) if You are paying discounted Plan Fees due to the combination of this Plan with another FPL HOME qualified product, and You cancel or are not eligible for the other FPL HOME qualified product, then Your Plan Fees may be immediately increased by FPL HOME to the non-discounted Plan Fees without notice.

12.4 **Refunds.** You will receive a full refund of any Plan Fee(s) if You provide Administrator a written request for refund within seven (7) days of the Effective Date and You have not filed a Claim pursuant to Section 3. The Administrator will process refunds within thirty (30) days. In the event that You terminate Your participation in the Plan pursuant to Section 12.2, the Administrator will process Your notice of termination within thirty (30) days of receipt and no refunds shall be due to you.

13. **AUTHORITY.** You represent to the Obligor, Administrator and Underwriter that You have the authority to enter into and bind You to these Terms, and that You shall bear all costs attributable thereto, and You shall, at Your own expense, defend, indemnify and hold the Obligor, Administrator and Underwriter harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by the Obligor, Administrator or Underwriter as a result of an allegation or claim that You did not have such authority.

14. **ENTIRE AGREEMENT.** These Terms and Exhibit A are the entire understanding between the parties, and supersedes all prior

agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of

the text of these Terms. The Obligor, Administrator or Underwriter may amend these Terms from time to time, but such modifications shall only be effective upon written notice to you.



**ELECTRONICS SURGE PROTECTION SERVICE WARRANTY
TERMS AND CONDITIONS
EXHIBIT A**

COVERAGE SUMMARY		
PLAN NUMBER:	EFFECTIVE DATE:	PLAN FEE: \$0.00 / MONTH plus tax
COVERAGE LIMIT: \$0.00	AGGREGATE ANNUAL CLAIM LIMIT: \$0.00	
PLAN PURCHASER ("You or Your"):		
RESIDENTIAL ADDRESS:		

COVERED PROPERTY	
TELEVISIONS	TABLETS & NETBOOKS
GAMING SYSTEMS	LAPTOP COMPUTERS
VIDEO SURVEILLANCE / ALARM MONITORING SYSTEMS	DVD / DVR / BLU-RAY & STREAMING MEDIA PLAYERS
DESKTOP COMPUTERS	KEYBOARDS / MICE
STORAGE DEVICES	AUDIO TUNERS / RECEIVERS / AMPLIFIERS
HOME THEATER SOUND SYSTEMS (SPEAKERS, SOUND BARS)	PRINTERS
DIGITAL CAMERAS	NETWORKING & WIRELESS DEVICES
MONITORS	PROJECTORS
LED LIGHT BULBS	