



PURCHASE ORDER TERMS AND CONDITIONS

1. General. This Purchase Order is an offer by Anywhere Real Estate Services Group LLC or, if an affiliated entity of Anywhere Real Estate Real Estate Services Group LLC is the buyer or purchaser under this Purchase Order, such affiliated entity ("Buyer") to the seller or service provider listed on this Purchase Order ("Seller"), and acceptance of such offer is limited to this Purchase Order's provisions without additions, deletions, or other modifications. Buyer will not be responsible (including for any payment) for goods or services delivered without issuance of Seller's standard Purchase Order.

2. Acceptance. This Purchase Order may be accepted by Seller by delivering the goods or services by the specified delivery date. This Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of this Purchase Order; and (iii) if applicable, specified in Buyer's written agreement with Seller.

Acceptance of all or part of the goods or services shall not (i) waive Buyer's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Buyer to accept future shipments of goods or services; or (iii) preclude Buyer from making any claim for damages or breach of warranty. All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs. No goods returned as defective by Buyer shall be replaced by Seller without written permission of an authorized agent of Buyer.

3. Compliance with Laws. Seller represents and warrants to Buyer that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws (including without limitation all privacy laws and regulations and standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1 AA and any succeeding guidelines) , codes, ordinances, regulations, executive orders, and industry standards. Seller makes all warranties contained in the Uniform Commercial Code.

4. Title. Upon provision of the goods or services to Buyer or its representatives, Seller transfers and conveys to Buyer all title in and to the goods and services. Seller agrees that title conveyed to Buyer by Seller shall be good and merchantable and its transfer rightful. Seller agrees and shall ensure that the goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

5. Hold Harmless. Seller agrees to defend, indemnify and hold harmless Buyer and its officers, directors, shareholders, affiliated entities, employees, agents, representatives, successors and assigns (collectively, "Indemnitees") from and against all losses, liabilities, damages, judgments, settlements, penalties, costs, and expenses which may be incurred or sustained by, or claimed against, an Indemnitee: (i) arising out of defective goods or negligent services hereby ordered; (ii) arising from injury to any person or damage to any property in the course of providing goods or services to Buyer or an affiliated entity, including without limitation injury to Seller's employees or contractors, injuries to the employees or contractors of Buyer or its affiliated entities, or damage to property of Buyer or its affiliated entities or their lessors or landlords ; or (iii) based on a claim that the goods or services supplied by Seller infringes or violates a patent, copyright, trademark or other intellectual property right or proprietary right or misappropriates a trade secret of a third party. Seller shall, at the request of Buyer or affiliated entity, defend any such claim, action or lawsuit. If the goods or services become or, in Seller's opinion, are likely to become the subject of any infringement claim, Seller shall, at Seller's option and expense (and at no



additional charge to Buyer), and in addition to any and all other remedies that may be available to Buyer: (i) procure for Buyer the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become non-infringing without losing functionality; or (iii) terminate Buyer's right to use the goods and/or services, whereupon Seller will refund to Buyer all amounts paid for such goods or services. The obligations of Seller under this Paragraph 5 shall survive delivery and acceptance of goods and services and termination or expiration of this Purchase Order and/or Buyer's written agreement with Seller, if applicable.

6. Price. The price for goods and services ordered hereby shall be the lower of: (i) the price stated on the Purchase Order or (ii) the same price charged by Seller to its most favored customers at the time of shipment of goods or provision of services of similar kind and at least the same quality taking into account quantity discounts. Price is inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of this Purchase Order or agreed to in writing by Buyer.

7. Taxes. Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).

8. Delivery. Unless designated otherwise: (i) for domestic orders: all deliveries are F.O.B. Destination to the location designated on this Purchase Order, and (ii) for international orders: all deliveries are Delivered Duty Paid as defined by Incoterms from time to time. For both domestic and international orders, all risk of loss shall remain with Seller until goods and services have actually been received and accepted by Buyer at the applicable destination according to the terms and conditions of this Purchase Order. The goods or services ordered must be received no later than the delivery date specified.

9. Quantities. Quantities of goods or services ordered may not be changed by Seller without the prior written approval of Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return any such shipments or portions thereof at Seller's expense for transportation both ways and all related labor and packing costs.

10. Packaging and Shipping. All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) secure the lowest transportation costs;(iii) comply with requirements of common carriers; (iv) meet Buyer's written instructions; and (v) meet the requirements of all applicable laws, ordinances, rules and regulations.

Each package or container shall be marked clearly to show this Purchase Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each container.

11. Cancellation. Buyer may terminate this Purchase Order immediately, in whole or in part, for any breach of this Purchase Order by Seller, including without limitation the failure to deliver and/or perform the goods and/or services in accordance with this Purchase Order. If Buyer terminates this Purchase Order for Seller's breach, Seller will be liable to Buyer for all damages, including the cost of securing replacement goods and/or services, shipping charges for returned goods, and any amounts previously paid by Buyer to Seller. Cure of any non-conforming tender by Seller may only be made with the prior written consent of Buyer. This right of termination is in addition to and not in place of any other rights or remedies that Buyer may have at law or in equity. Buyer, in its sole discretion and without cause, may terminate this Purchase Order immediately, in whole or in part, at any time without incurring liability to Seller for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for goods and/or services performed and/or delivered in accordance with this Purchase Order. Payment due will be a percentage of the purchase price equal to the percentage of the total amount of goods actually delivered and/or the percentage of the services actually completed in accordance with this Purchase Order, as



determined in Buyer's sole discretion. Additionally, Buyer may, at any time or for any reason, terminate this Purchase Order upon 30 days' written notice to Seller.

12. Invoices. Seller shall issue a separate invoice for each separate shipment of goods or upon completion of the services. Each invoice shall include:(i) the Purchase Order number; (ii) Buyer's part numbers; and (iii) quantities of goods shipped or quantity of services performed (including, where applicable, the amount of time spent performing the services). Undisputed amounts shall be paid within 45 days of Buyer's receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, rejection of nonconforming goods or services, or an incorrect invoice will be just cause for Buyer to withhold payment without losing discount privileges.

13. Representations and Warranties. In addition to, and without limiting any of Seller's other representations and warranties, express or implied, Seller expressly represents and warrants to Buyer that: (a) Seller has the right, power, and ability (including without limitation all necessary licenses, permits and other permissions) to enter into, and perform under, the Purchase Order; (b) Seller has all necessary rights to grant the rights and licenses contemplated under the Purchase Order; (c) all goods and/or services conform and will continue to conform to the highest applicable industry standards and to all descriptions, samples, specifications or other documentation related to the goods and/or services that is included in this Purchase Order or otherwise requested or approved by Buyer, and that all services will be provided in a diligent, timely and highly professional manner by appropriately qualified and trained individuals; (d) the goods and/or services are and will be fit for the purposes for which purchased, free from defects in materials and workmanship, and safe for their intended use; (e) Seller has all right, title and interest in and to the goods and/or services necessary to fulfill its obligations hereunder; (f) Buyer will receive free and clear title to the goods, services and Work Product, free from any liens, claims and encumbrances of any nature; (g) the goods, services and Work Product do not and will not violate, infringe, or misappropriate any patent, published patent application, copyright, trademark, service mark, trade secret or other intellectual property or industrial property rights of any third party or breach any contract by which Seller is bound; (h) all goods and/or services will comply with all applicable foreign, international, federal, state, and local laws, rules and regulations, including those relating to fair labor (including the Fair Labor Standards Act of 1938, as amended), health and safety, environmental standards, anti-bribery/anti-corruption laws, anti-slavery laws, data privacy and information security laws, labor and employment laws and the Americans with Disabilities Act; (i) Seller will comply with Buyer's Vendor Code of Ethics, located at <https://www.anywhere.re/suppliers> (or any successor URL); (j) Seller shall not introduce into Buyer's or its affiliates' computer systems, databases, or software any virus or any other contaminants that may be used to access, alter, delete, infect, disrupt, damage, disable, inhibit, or shut down Buyer's or its affiliates' computer systems, databases, or software; (k) Seller shall maintain appropriate backup and disaster recovery sites and services in order to ensure that the Seller's provision of goods and/or services under the Purchase Order continue without degradation or interruption and Client has access to the services and its data and records at all times; (l) with respect to any software-as-a-service, portal or hosting services, such services shall be available to Buyer at least 99.95% of the time each month; and (m) neither Seller nor any of its affiliates have been suspended, disqualified, debarred or otherwise excluded from or declared ineligible to bid or perform work for any governmental agency or otherwise prohibited from participating in Medicare, Medicaid or any other federal or state program (collectively, "Program") and, to the best of its knowledge, there are no pending civil anti-trust or criminal investigations or pending or threatened debarments or exclusions of Seller from any Program. All of Seller's representations and warranties, both express and implied, also constitute conditions of this Purchase Order and will survive inspection, acceptance and payment by Buyer.



14. Proprietary Rights. Seller acknowledges and agrees that all goods and all materials created, developed or prepared in connection with the services, including all deliverables to be provided to Buyer, (collectively, the "Work Product"), including all U.S. and foreign copyright, patent, trademark, trade secret and all other intellectual property or proprietary rights therein (the "Intellectual Property Rights"), will be the sole and exclusive property of Buyer. All elements of the Work Product that are protectable by copyright will be considered "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101 et seq. To the extent that any Work Product does not constitute a work made for hire, or to the extent that ownership of any rights therein does not otherwise automatically vest in Buyer, Seller hereby irrevocably assigns to Buyer all right, title and interest in such Work Product, including all Intellectual Property Rights, and any registrations or applications relating thereto. Upon Buyer's request, Seller will (at no additional cost to Buyer) provide such cooperation as Buyer may reasonably request (including the execution of documentation requested by, and in a form acceptable to, Buyer) to confirm, obtain, register, transfer, and/or preserve in the name of Buyer (or its designee) the Work Product and to assist in any proceeding or litigation relating to the Work Product. Buyer will retain ownership rights to any and all of its own intellectual property that may be provided to Seller during the course of its performance of services under this Purchase Order.

15. Compliance with Laws and Buyer Policies. Seller will comply with all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality, including the EU General Data Protection Regulation ("GDPR"), the Family Educational Rights and Privacy Act of 1974, and any other applicable data protection laws, enactments, directives, regulations, guidelines, orders or industry codes applicable to any part of the goods and/or services and/or any party relating to the processing, privacy or use of "Personal Data" as defined below (collectively, "Data Protection Laws"); and Seller will comply with all applicable Buyer policies, procedures, and instructions in connection with this Purchase Order. "Personal Data" shall mean information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person, household, or device that Buyer or its affiliates provides or makes available to Seller or its subcontractors, or that Seller or its subcontractors otherwise receives, accesses or processes on Buyer's or its affiliates' behalf or in connection with this Purchase Order or the provision of goods or services hereunder.

16. Inspection. Buyer shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Defective goods or services not in compliance with Buyer's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, Buyer at its sole option may require Seller, at Seller's expense, to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Seller's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Buyer may have against Seller or any other party.

17. Limitation of Liability. **IN NO EVENT SHALL BUYER OR ITS AFFILIATES BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR OTHERWISE IN**



CONNECTION WITH THIS PURCHASE ORDER OR THE GOODS OR SERVICES ORDERED OR PURCHASED, EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND BUYER'S (INCLUDING ITS AFFILIATES') AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER UNDER THIS PURCHASE ORDER.

18. Confidential Information. Seller shall at all times keep confidential all information of Buyer, its affiliates, their franchisees, and each of their employees, independent contractors, and customers that is provided to Seller (or to which Seller has access) during the course of performance under this Purchase Order ("Confidential Information"). Confidential Information shall include, without limitation, Personal Data. Unless Buyer consents in writing, Seller shall not use Confidential Information for any purpose other than as necessary in Seller's performance under this Purchase Order and will not disclose any Confidential Information to any third parties. Seller agrees to safeguard all Confidential Information with at least the same degree of care (which in no event shall be less than reasonable care) as Seller uses to protect its own confidential information. Upon termination or expiration of, or completion of the provision of all goods and services under, this Purchase Order, Seller shall (at Buyer's option) destroy or return to Buyer all materials in whatever form containing any Confidential Information, including but not limited to all franchisee and customer contact information. Seller shall have a written information security program outlining appropriate technical, administrative, and physical controls, and be responsible for implementing appropriate industry standard measures to protect the privacy, security and confidentiality of Confidential Information, including Personal Data, against the risk of loss, misuse, unauthorized access by or exposure to an unauthorized third party. Seller shall not: (i) without Buyer's prior written consent and without complying with Buyer's security policies and procedures, access or remove from Buyer's or its affiliates' premises any Confidential Information, computer systems, and/or other data, information or property of Buyer or its affiliates or their employees, franchisees, or customers.

19. Assignment; Subcontractors; Independent Contractor. Seller shall not assign this Purchase Order or any rights, nor delegate any duties or obligations, to any third party. Any attempt to do so will be void. Seller shall be solely responsible for the work of and payment to, as well as for any breaches of this Purchase Order by and acts and omissions of, any agent or subcontractor. This Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. All services performed by Seller will be performed as an independent contractor, and Seller will be solely responsible for its employees and any applicable payroll, benefits and tax obligations.

20. Force Majeure. Failure of Buyer to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by this Purchase Order may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or services performed during the period of extension.

21. Waiver. A waiver of any term, condition or default of this Purchase Order must be in writing signed by the waiving party and shall not be construed as a waiver of any other term, condition, or default.



22. Entire Agreement. This Purchase Order represents the entire understanding between Buyer and Seller, and shall supersede all prior understandings and agreements, relating to the subject matter hereof. This Purchase Order may be amended only by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of this Purchase Order and any Seller purchase order or amendment thereto, the Purchase Order shall govern and control. Notwithstanding the foregoing, the provisions of this Purchase Order will not supersede any provisions of any written agreement(s) that are currently in effect between the parties that would otherwise govern the provision of the goods or services that are the subject of this Purchase Order, in which event such negotiated agreement shall govern.

23. Publicity. Seller shall not use the name, logos, trademarks or service marks of Buyer or any affiliate of Buyer or refer to or identify Buyer or any affiliate of Buyer in any press release, interview, promotional or marketing material, or in any public disclosure or forum (including websites or social media, announcements, customer listings, or testimonials) without the prior written consent of Buyer (which consent may be revoked by Buyer at any time).

24. Right to Audit. Buyer may, on reasonable notice to Seller, audit the Seller books and records and related documentation relating to any charges paid by Buyer hereunder and compliance with obligations under this Purchase Order.

25. Insurance. Seller shall at all times maintain and keep in full force and effect (and cause its subcontractors to maintain and keep in full force and effect), at no additional cost to Buyer, general commercial liability insurance, professional liability insurance, auto liability insurance, and such other insurance as prudent in Seller's industry, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such professional liability insurance shall include coverage for claims and losses with respect to network risks and privacy breaches (unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) as well as notification costs coverage, crisis management, and regulatory defense (breach mitigation). Each policy shall name Buyer and its affiliates as a loss payee or additional insured, as appropriate, by endorsement and be primary without right of contribution from any insurance that is carried by Buyer. All insurance coverages required under this Section shall be written with an insurance company or companies having a minimum A.M. Best's rating of "A-" with a financial size classification of "VII" as determined by the most recently published Best's Key Rating Guide. Seller will furnish to Buyer a certificate of insurance evidencing compliance with this Section. Seller shall give Buyer thirty (30) days advance written notice of any cancellation, alteration, lapse or expiration of any insurance required by this Section.

26. Governing Law. This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of New Jersey, excluding New Jersey conflict of law rules. All terms used in this Purchase Order but not defined herein but which are defined in the Uniform Commercial Code as adopted in the State of New Jersey shall have the same meaning herein as such code.

27. Survival. Any provision of these Purchase Order Terms and Conditions that contemplates performance or observance subsequent to termination or expiration of this Purchase Order (including without limitation Sections 4, 5, 10, 13, 14 and 16-26) will survive termination or expiration of this Purchase Order, and will continue in full force and effect thereafter.