

## PURCHASE ORDER

### GENERAL TERMS AND CONDITIONS

- PURPOSE:** To the extent the parties have not otherwise agreed to terms, these general terms and conditions to any corresponding purchase order (this "Agreement") set forth the terms and conditions pursuant to which the vendor ("Vendor") will provide goods and professional services to Arch Mortgage Insurance Company., a Delaware corporation, and/or any of its affiliates (as applicable) ("Arch MI").
- ACCEPTANCE:** Vendor's acknowledgment, commencement of performance and/or acceptance of this Agreement or any payment by Arch MI, shall constitute the unconditional acceptance of this agreement by Vendor. Unless otherwise agreed to by duly authorized representatives of both parties in a signed writing, these terms and conditions shall not be modified or amended and constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and supersede any and all prior written or oral agreements (including, without limitation, "shrink wrap," or other form of license agreements, offers, quotes and other negotiations between the parties) regarding the subject matter set forth herein.
- REPRESENTATIONS AND WARRANTIES:** In addition to any specific representations and warranties agreed to by the parties, Vendor represents and warrants to Arch MI that all items delivered and all services rendered hereunder will strictly conform to the requirements and specifications hereof and will be merchantable, of first class materials and workmanship, free from defects including defects in design and fit, and suitable and sufficient for the intended purposes. Payment for, inspection of, or receipt of the goods does not constitute a waiver of any breach of foregoing warranties. If services or technical data are to be provided by Vendor hereunder, Vendor represents and warrants to Arch MI that such services and/or technical data shall be performed or prepared in a professional and workmanlike manner, and are fully in conformance with the requirements and specifications of this Agreement. In the performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance. These representations and warranties are in addition to, and shall not be construed as restricting or limiting, any representations or warranties of Vendor, expressed or implied, which are provided or exist by operation of law. The representations and warranties provided in this Paragraph 3 shall be effective for a period of one (1) year after delivery or installation (whichever is later) or such longer period as permitted under applicable law, and such warranties do not negate any manufacturer's warranty which may be for a longer period of time. Payment for, inspection of, or receipt of the goods does not constitute a waiver of any breach of foregoing warranties.
- INSPECTION:** All materials or services are subject to final inspection and acceptance by Arch MI at destination, notwithstanding any prior payment or inspection at the source. Such final inspection shall take place within thirty (30) days from the date of delivery or installation or completion of services, whichever is latest. No inspection done prior to final inspection and acceptance shall relieve Vendor from responsibility for failure to meet the requirements of this agreement. In addition to other remedies which may be available at law or in equity, Arch MI reserves the right to return to Vendor any nonconforming or defective item(s) at the sole cost and expense of Vendor, and require correction or replacement of the item(s). If Arch MI does not require correction or replacement of nonconforming or defective item(s), Vendor shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. These rights of Arch MI are in addition to, and shall not be limited by, Vendor's standard warranties. Inspection and acceptance of items by Arch MI, or payment therefor, shall not relieve Vendor of its responsibilities hereunder.
- GENERAL INDEMNIFICATION:** Vendor hereby agrees to indemnify, defend and hold Arch MI and its affiliates (and their officers, directors, employees and agents) harmless from and against any third party claim, loss, liability, damage, cost or expense (including, without limitation, fees and expenses of consultants, programmers and engineers, and attorneys' fees and expenses) suffered or incurred by any of them and arising out of (i) the negligence, fraud or willful misconduct of any of Vendor's employees, subcontractors or contractors, (ii) the material breach of any of Vendor's representations, warranties or obligations set forth in this Agreement, or (iii) personal injury or property damage caused by Vendor's acts or omissions.
- INFRINGEMENT:** Vendor represents and warrants that the services and deliverables, at the time of their delivery to Arch MI, will not infringe upon or violate the patent, copyright, trademark, trade secret or other proprietary rights of any third party (each such violation, an "infringement"). In lieu of any other warranty by Arch MI or Vendor against infringement, statutory or otherwise, it is agreed that Vendor shall, at its sole cost and expense, defend any suit against Arch MI based on a claim that any item furnished under this Agreement or the normal use or sale thereof infringes a third party's patent or copyright, or violates a trade secret and shall pay costs and damages awarded in any such suit, provided that Vendor is notified in writing of the suit and given authority, information, and assistance at Vendor's expense for the defense of same. If Vendor fails after notice to defend any such suit, Arch MI may, at its option, defend the suit at Vendor's sole cost and expense. If the use or sale of said item is enjoined as a result of such suit, Vendor, at no expense to Arch MI, shall obtain for Arch MI the right to use and sell said item, or shall substitute an equivalent item acceptable to Arch MI and extend these indemnities thereto. The representations and warranties provided in this Paragraph 6 shall be effective for such period of time as permitted under applicable law.
- SOFTWARE LICENSE:** Vendor represents and warrants that Arch MI is licensed to copy any software provided under this Agreement onto a computer memory device and to make back-up copies of such software. Unless otherwise provided for in this Agreement, or in a prior written agreement directed to the software provided hereunder, Arch MI's sole obligation with respect to software provided hereunder shall be to use such software in compliance with applicable U.S. copyright laws and regulations, irrespective of any other license agreement including, but not limited to, any license agreement packaged with such software. In the event that Vendor files for bankruptcy protection within the meaning of 11 U.S.C. Section 365(n), for purposes of clarity, this Agreement shall be considered an intellectual property license.

- 8. CHANGES:** Arch MI may, from time to time, unilaterally order work suspension, or make changes within the general scope of this Agreement, or in drawings, designs, specifications, statements of work, place of delivery, methods of shipment and packaging, and property and services furnished by Arch MI. If any such change causes an increase or decrease in the price of this Agreement or in the time required for its performance, Vendor shall promptly notify Arch MI in writing and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be negotiated. If Arch MI is not notified by Vendor within fifteen (15) days, Vendor waives the right to claim an adjustment. Where the cost of property made obsolete or excess as a result of a change is included in Vendor's claim for adjustment, Arch MI shall reserve the right to determine the manner of disposition of such property. However, nothing in this provision shall excuse Vendor from proceeding immediately with the Agreement as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Arch MI except when specifically confirmed in writing by an authorized representative of Arch MI. Information, advice, approvals or instructions by Arch MI's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect Arch MI's and Vendor's rights and obligations hereunder unless set forth in a signed writing which is authorized by the Arch MI and expressly states that it constitutes an amendment or change to this Agreement.
- 9. ASSIGNMENTS AND SUBCONTRACTING:** Neither this Agreement nor any interest herein or claim hereunder may be assigned or delegated by Vendor, nor may all, or substantially all, of this Agreement be further subcontracted by Vendor without the prior written consent of Arch MI. Notwithstanding the above, Vendor may, without Arch MI's consent, assign monies due or to become due hereunder, provided that Arch MI shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to this Agreement, without notice to or consent of the assignee. Arch MI shall be given notice of any assignment and all invoices shall refer to such assignment.
- 10. PROPRIETARY INFORMATION, DATA, DUPLICATION AND DISCLOSURE:** Vendor agrees that any information disclosed by Arch MI to Vendor for the purpose of this Agreement shall be used only in the performance of this Agreement. Vendor will keep the information confidential, not disclose it to any third party, except as authorized by Arch MI, and only disclose it to those within its organization who need to use it in performance of this Agreement. If applicable, upon completion or termination of this Agreement, Vendor shall return all such information to Arch MI, or make such other disposition thereof as may be directed or approved by Arch MI at no additional cost to Arch MI. No item furnished under this Agreement, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by Arch MI, shall be duplicated or used by Vendor. Upon completion or termination of this Agreement, Vendor shall return all items, tools, plans, designs or specifications to Arch MI, or make such other disposition thereof as may be directed or approved by Arch MI. Vendor agrees that it will not, without prior written approval of Arch MI, publicize this Agreement or disclose, confirm or deny any details thereof to third parties, or use Arch MI's name in connection with Vendor's sales promotion or publicity without prior written approval from Arch MI. Nothing in this provision shall restrict Vendor's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Vendor, is rightfully obtained without restriction from other sources or is otherwise required to be disclosed by applicable law.
- 11. TERMINATION FOR CONVENIENCE:** Arch MI may terminate this Agreement in whole or in part, for its convenience, at any time, upon giving written notice thereof to Vendor. Upon such termination, Vendor shall, as to the terminated portion of this Agreement, stop performance immediately, notify subcontractors, if applicable, to stop performance of any related services and protect any property in Vendor's possession which Arch MI has or may acquire an interest. Except where such termination is occasioned by the default or delay of Vendor, Vendor may claim reimbursement for Vendor's actual cost incurred up to and including the date of termination which is properly apportionable under recognized accounting practices to the terminated portion of the applicable purchase order. Vendor may terminate this Agreement for convenience only if Arch MI consents thereto in writing.
- 12. TERMINATION FOR DEFAULT:** Arch MI may, without prejudice to any other rights or remedies provided by law or under this Agreement, by written notice of default to Vendor, terminate this Agreement in whole or in part in any one of the following circumstances if Vendor: (i) has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; (ii) fails to perform the work or deliver the items or supplies in accordance with the delivery or performance schedules specified herein or any extension thereof; (iii) fails to perform any of the other terms of this Agreement, or so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as Arch MI may authorize in writing) after receipt of notice from Arch MI specifying such failure; or (iv) engages in negligence, fraud or willful misconduct. In the event Arch MI terminates this Agreement in whole or in part as provided above, Arch MI may procure, upon such terms and in such manner as it may deem appropriate, items, supplies or services similar to those so terminated, and Vendor shall be liable to Arch MI for any excess costs reasonably incurred for such similar supplies or services; provided that Vendor shall continue the performance of this Agreement to the extent not terminated under the provisions of this article. Vendor shall be obligated to pay any incidental damages incurred by Arch MI. Vendor shall not be liable for any excess costs if the failure to perform this Agreement arises out of a Force Majeure Event (as defined in Paragraph 13 below) and without the fault or negligence of Vendor; provided, however, that Vendor gives Arch MI written notice of such causes within twenty (20) days of the occurrence thereof and within the period of delivery agreed upon. If this Agreement is terminated as provided in this Paragraph 12, Arch MI, in addition to other rights afforded in this article, may require Vendor to transfer title to and deliver to Arch MI, in the manner and to the extent directed by Arch MI, in any completed items or supplies. Payment for items or supplies completed by Vendor prior to such termination and delivered to and accepted by Arch MI shall be at the price specified in the applicable purchase order. Arch MI may withhold from amounts otherwise due Vendor under this Paragraph 12 such sum as Arch MI deems necessary to cover the additional cost of completing the Agreement and to protect Arch MI against loss because of outstanding liens or claims of former lien holders. The rights and remedies of the Arch MI

provided in this article shall not be exclusive and are in addition to any other rights and remedies provided at law, or in equity, or under this Agreement.

- 13. FORCE MAJEURE EVENT:** Neither party shall be responsible to the other party for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond such party's reasonable control, including without limitation, acts of God or public enemy, war, terrorism, governmental authorities or other party, riots, strikes, embargoes, epidemics or quarantine restrictions (each, a "Force Majeure Event"). The party affected by any such event shall promptly notify the other party after its occurrence of such Force Majeure Event, and the performance of this Agreement shall then be suspended for as long as the Force Majeure Event shall prevent the affected party from performing its obligations under this Agreement.
- 14. COMPLIANCE WITH DELIVERY SCHEDULE:** Time is of the essence as to delivery. Vendor agrees to exert every effort, including overtime, to meet the specified delivery schedule without any additional cost to Arch MI. Any notice to Vendor by Arch MI as to possible delay and/or expediting action by Arch MI to accomplish on time delivery shall not constitute a waiver of Arch MI's rights under this Agreement, nor shall such actions in any way affect the responsibility of Vendor to deliver items or perform specified services in accordance with the delivery schedule prescribed by this Agreement. Arch MI reserves the right to reject the goods, materials or services, or reduce the price for Vendor's material failure to meet the delivery provisions of this Agreement.
- 15. PROPERTY RIGHTS:** All materials, tools, equipment, and other property either furnished by Arch MI to Vendor or individually paid for by Arch MI, shall remain the property of Arch MI, but the Vendor assumes the risks of, and shall be responsible for, any loss thereof or damage thereto, until returned in good order to the Arch MI. Such property shall, at all times, be safely stored and properly maintained by Vendor. Vendor, in accordance with the provisions of this Agreement, but in any event upon completion thereof, shall return such property to Arch MI or to any other person as Arch MI may direct, in the condition in which it was received, manufactured or procured by Vendor, except for reasonable wear and tear and to the extent that such property has been incorporated in the items delivered or has been reasonably consumed in performance of work under this Agreement.
- 16. PRODUCT RELOCATION:** Except as otherwise agreed to by the parties in writing, Arch MI shall have the right to relocate any product provided by Vendor hereunder. Vendor agrees that such relocation shall not impact or in any way limit or diminish Vendor's representations, warranties or obligations set forth in this Agreement.
- 17. COMPLIANCE WITH LAWS:** Vendor acknowledges that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments, and Vendor agrees to comply with all applicable laws and regulations pertaining to such subject matter, including without limitation, the U.S. Export Administration Act promulgated by the U.S. Department of Commerce, and comply with the Office of Foreign Assets Control of the U.S. Department of Treasury. Vendor represents and warrants that it is not subject to any government order suspending, revoking or denying export or import privileges, and agrees to notify Arch MI's authorized representative in writing to the extent that Vendor is subject to such government order. Vendor agrees to notify Arch MI in writing if any deliverable under this Agreement is restricted by any export or boycott control laws or regulations.
- 18. COMPLIANCE WITH SUPPLIER CODE OF CONDUCT:** Vendor is expected to comply with Arch MI's Supplier Code of Conduct which is publicly available on Arch MI's website at <https://www.ArchMIcapgroup.com/About-ArchMI/Corporate-Responsibility>. This code is in place to ensure Vendor acts in accordance with human rights, environmental, and social standards held by Arch MI. This provision shall apply even if the parties have otherwise negotiated agreed upon terms.
- 19. INSURANCE REQUIREMENTS:** Vendor shall procure and maintain for itself and its employees, agents or subcontractors, insurance as required by federal or state law, including workers' compensation insurance, comprehensive general liability insurance, bodily injury and property damage insurance in reasonable amounts, cyber insurance, and such other insurance in such amounts as Arch MI may reasonably require. Upon request, Vendor shall provide Arch MI with a certificate of insurance evidencing such coverage and naming Arch MI (and its affiliates as necessary) as an additional insured. The certificate of insurance will include a provision pursuant to which thirty (30) days' notice must be afforded to Arch MI prior to the cancellation or material change in coverage by either Vendor or its insurer. Vendor shall promptly replace any cancelled policy with a substantially similar policy from a duly authorized insurer. Vendor's insurance maintained pursuant to this Paragraph 18 shall be considered primary and is not contributory with any of Arch MI's insurance coverages.
- 20. MISCELLANEOUS:** Arch MI and Vendor agree to the following: (i) unless otherwise agreed to by duly authorized representatives of both parties in a signed writing and in accordance with Paragraph 2, this Agreement, and any attachments or any documents incorporated herein, constitute the complete and exclusive statement of the terms and conditions of the agreement between Arch MI and Vendor and supersede all prior representations, understandings, agreements and communications relating hereto; (ii) the invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions; (iii) Arch MI's failure to insist, in any one or more instances, upon the performance of any term of this Agreement, shall not be construed as a waiver or relinquishment of Arch MI's right to such performance or to future performance of such a term or terms, and Vendor's obligations in respect thereto shall continue in full force and effect; (iv) this Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws New York (without giving regard to conflicts of laws provisions thereof), and Vendor and Arch MI hereby consent to the sole and exclusive jurisdiction of the courts of the State of New York or the United States Federal District Court for the Southern District of New York for purposes of any action or proceeding brought by either of them on or in connection with this Agreement or any alleged breach thereof; and (vi) all notices under this Agreement will be sent by hand delivery, overnight delivery service or certified or registered mail, or by facsimile to the address of the applicable party (or as otherwise notified in writing by such party), to the attention of the party's representative (and as to Arch MI, to its authorized procurement representative). Notices will be deemed delivered upon receipt of

signature or receipt or, in the case of notice by facsimile, upon telephonic confirmation of receipt of the appropriate number of pages and dispatch of the hard copy.