WarrantyLink STATEMENT OF WORK

This WarrantyLink Statement of Work ("Statement of Work" or "SOW") is entered into and effective as of the Effective Date, by and between American Home Shield Corporation ("AHS") and the company executing this Agreement ("Company"). For purposes of this Statement of Work, "Effective Date" shall mean the date on which AHS and Company have each indicated their acceptance of the terms and conditions of this Statement of Work by electronic signature.

1. **Relationship to Agreement.** This Statement of Work is hereby incorporated into and shall be part of the WarrantyLink Master Services Agreement between Company and AHS (the "Agreement") and shall not be valid unless and until the Agreement is fully executed. Unless otherwise agreed by the Parties, the term of this Statement of Work shall match the Term of the Agreement ("Term"). Any capitalized term used but not defined herein will have the meaning assigned to it in the Agreement.

2. **Services.**

(a) As a participant in the Program and in accordance with the terms and conditions of the Agreement, this SOW, and the Guidelines, Company shall perform the services listed in Attachment A, attached hereto and hereby incorporated by reference into this SOW ("Services"). Company shall carry out such Services on a continuous, uninterrupted basis during the Term of the Agreement.

(b) On an ongoing basis, and in the manner AHS directs and to AHS’s satisfaction, Company shall enter required and relevant data on an AHS designated website in order to substantiate that Services were accomplished and the extent to which they were accomplished. Such substantiation shall consist of the submission and certification of collected data on the AHS designated website.

3. **Compensation.** (i) On a monthly basis, AHS shall pay Company an amount corresponding to the Services for which compensation is being paid, as substantiated on the AHS designated website during the previous month in accordance with the Fee Schedule in Attachment A ("Fee"), with no compensation to be paid during the first (1st) month of the Term. (ii) Each such payment will be paid by the fifteenth (15th) day of the month following the month in which such Services were substantiated. Company hereby agrees to defer to AHS’s commercially reasonable substantiation review. (iii) In the event that this Statement of Work is terminated prior to the expiration of its Term, AHS will only be responsible for making payments corresponding to the value of Services completed prior to the end of such Term. No other payments shall be due to Company upon termination of this Statement of Work.

In order to receive payment hereunder, Company agrees to perform certification of any data entered on the AHS designated website within sixty (60) days after closing of the real estate transaction with which a Home Warranty is associated. After AHS receives Home Warranty funding, AHS shall open a certification window on the AHS designated website, which Company agrees to diligently monitor, to allow Company to perform such certification. If the certification window does not remain open for at least fourteen (14) days of the 60-day period (which AHS and Company agree is a reasonable period to perform certification), AHS, at Company’s request, shall allow Company one (1) additional AHS-specified full business day to perform such certification.

4. **Consumer Disclosures.** Company shall provide (or cause the Agents to provide) to consumers a written disclosure regarding the Parties’ relationship under the Agreement with respect to Company’s receipt of post-closing services and associated compensation under this Statement of Work. Such disclosure shall: (a) be provided to the consumer who is responsible for paying for the Home Warranty before that consumer submits an application for any Home Warranty; and (b) indicate to such consumer,
at a minimum, that (i) Company may provide services for AHS, (ii) AHS may provide compensation to Company only for the post-closing services described below, and (iii) the consumer may purchase a home service contract from a company other than AHS or may choose to not purchase any home service contract. Company shall maintain records sufficient to show that all such required disclosures were provided in accordance with this Section. The Company and its Agents shall be responsible to comply with all applicable law on disclosing the buyer or seller’s contact data to AHS for the purposes of AHS contacting said buyer or seller in relation to AHS products and services pursuant to this SOW.

5. **Termination.** This Statement of Work may be terminated in accordance with the termination provisions of the Agreement. Termination of this Statement of Work alone does not constitute termination of the Agreement.

IN WITNESS WHEREOF, each Party hereto has caused this Statement of Work to be executed by one of its duly authorized representatives.

**AMERICAN HOME SHIELD CORPORATION**  
By: __________________________  
Name: ________________________  
Title: _________________________

**COMPANY**  
By: __________________________  
Name: ________________________  
Title: _________________________
## ATTACHMENT A

### Services

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Service Description</th>
</tr>
</thead>
</table>
| **Post-Closing Fulfillment Services** | • Assist AHS in resolving disputes concerning Home Warranties that arise between AHS and consumers.  
• Ensure payments to AHS have been scheduled from escrow, title, or settlement agents for Home Warranties post-closing.  
• Assist in setting proper customer expectations after an AHS Home Warranty has been placed at closing by providing coverage and claims information in accordance with Program Materials provided by AHS. |

| **Data Collection Services To be Performed Post Closing** | • After closing submit to AHS contact data of (a) sellers and/or (b) buyers (the new AHS Home Warranty holders) on properties, including each seller and/or buyer’s name, property address, email address, and phone number. Prior to such data collection, obtain each seller and/or buyer’s permission to submit such contact data to AHS, and for AHS to use such data in its business.  
• Contact data shall be provided in a method to be communicated by AHS to Company.  
• Certify that any contact data provided to AHS is accurate and such contact data is being provided with the permission of the seller and/or buyer (as applicable). |

### Fee Schedule

<table>
<thead>
<tr>
<th>Fee for seller contact data</th>
<th>Fifty Dollars ($50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for buyer contact data</td>
<td>Seventy-Five Dollars ($75)</td>
</tr>
<tr>
<td>Fee for seller and buyer contact data and fulfillment Services</td>
<td>One Hundred Dollars ($100)</td>
</tr>
</tbody>
</table>