

## GAF PREMIER ROOFING DEALER PORTAL TERMS AND CONDITIONS

Last updated: December 6, 2022

These GAF Premier Roofing Dealer Portal Terms and Conditions (these “**Terms**”) are a legal agreement governing your access to and use of the GAF Premier Roofing Dealer portal (the “**Portal**”) and the products, services, websites, applications, and materials, rewards and loyalty programs, and accounts (collectively, the “**GAF Covered Services**”) offered by GAF Materials LLC, GAF Canada ULC, and its and their direct and indirect subsidiaries (collectively, “**GAF,**” “**we,**” “**our,**” or “**us**”) that are accessible in or through the Portal (unless any of the foregoing has its own terms that expressly state that it is not subject to these Terms) or that we otherwise specify are offered pursuant to these Terms. The parties to these Terms are you and GAF. As used in these Terms, “**Portal Account**” means the account for you to access and use the Portal, including all User accounts within that Portal Account, and all your GAF Covered Services accounts; and “**User**” means each individual, including, without limitation, each Superuser (as defined below), with access to your Portal Account and all your GAF Covered Services accounts.

An individual who accesses, receives, or otherwise uses the Portal or any GAF Covered Services on behalf of an entity or in such individual’s capacity as part of an entity, or who otherwise accepts these Terms and any Supplemental Terms (as defined below) on behalf of an entity, represents and warrants that such individual has authority to bind that entity to these Terms and all such Supplemental Terms, and by agreeing to these Terms and all such Supplemental Terms, such individual does so on behalf of that entity (and all references to “you” and “your” in these Terms and all such Supplemental Terms refer to that entity). Where no such entity is involved, references to “you” and “your” refer to the individual who accesses, receives, or otherwise uses the Portal or any GAF Covered Services or who otherwise agrees to these Terms and any Supplemental Terms.

Your access to, use of, and receipt of the Portal and GAF Covered Services are subject to the [GAF Privacy Policy](#) (the “**Privacy Policy**”), these Terms, and all relevant Supplemental Terms. It is important that you carefully read and understand these Terms, all Supplemental Terms, and the Privacy Policy. By clicking the “AGREE” button, or using any other mechanism to agree to these Terms, or by accessing, using, or receiving the Portal or any GAF Covered Services, effective immediately you are bound by and agree to comply with these Terms and you consent to GAF’s handling of information, including, but not limited to, Data (as defined below), as described in the Privacy Policy. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS AND CONSENT TO GAF’S HANDLING OF INFORMATION AS DESCRIBED IN THE PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER MECHANISM, OR TO ACCESS, RECEIVE, OR USE THE PORTAL OR ANY GAF COVERED SERVICES.

From time to time, GAF may update these Terms (or just any Supplemental Terms, discussed in Section 1.2 below) by posting the updated version on the Portal and updating the “Last updated” date at the top of the page containing the revised text. If only Supplemental Terms have been updated, only the relevant Supplemental Terms pages will contain the updated date; and if only the main Terms document has been updated, only it will contain the updated date. Unless your Superuser rejects the update by emailing GAF at [coopsupport@gaf.com](mailto:coopsupport@gaf.com) with a notice of termination of the relevant updated document prior to any of the following, you will be deemed to accept the changes and they will take effect at the earlier of: (a) 12:00 p.m. Eastern time on the 15<sup>th</sup> day after GAF posts them or notifies you of such changes, such as via email; (b) your first ever use of a new or changed feature of the Portal or any GAF Covered Services that is subject to an updated portion of the relevant document; or (c) your acceptance of the updated document via a click-through process or some other method that GAF specifies. You agree to review these Terms and the Supplemental Terms periodically to ensure that you are familiar with the most recent version. If your Superuser rejects an update to these Terms or the Supplemental Terms, we may

suspend, disable, or terminate your access to the applicable GAF Covered Services or all GAF Covered Services, and we may terminate any or all Supplemental Terms and these Terms.

**Notice Regarding Dispute Resolution: These Terms contain provisions that govern Claims (as defined below) you and GAF have against each other and how they will be resolved (see Sections 8.4 (Prior Communications), 11 (Release and Indemnification), 12 (Disclaimer of Warranty), 13 (Limitation of Liability), and 21 (Governing Law; Venue; Disputes Between the Parties) below).**

## **1. AGREEMENT STRUCTURE**

**1.1 Terms and Conditions.** These Terms set forth the general terms and conditions that govern your access to, use of, and receipt of the Portal and all GAF Covered Services.

**1.2 Supplemental Terms.** Some GAF Covered Services are also subject to, and governed by, additional GAF terms and conditions (each “**Supplemental Terms**”). The Supplemental Terms will be identified as such and contain a reference to these Terms. All Supplemental Terms are hereby incorporated by this reference into these Terms. You should read and understand the Supplemental Terms applicable to the GAF Covered Services before using them.

**1.3 Agreement.** The term “**Agreement**” as used herein includes these Terms and all applicable Supplemental Terms. If there is a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to the GAF Covered Services covered by such Supplemental Terms.

**1.4 GAF Premier Roofing Dealer Program.** Your participation in the GAF Premier Roofing Dealer Program will be governed by the agreement containing terms and conditions applicable to the GAF Premier Roofing Dealer Program between GAF and you (the “**Premier Roofing Dealer Program Participation Agreement**”). However, your access to and use of the Portal and all GAF Covered Services shall be governed instead by this Agreement.

## **2. ELIGIBILITY; PORTAL ACCOUNT**

**2.1 Eligibility.** You may only create and access the Portal Account and access and use the GAF Covered Services if you meet the requirements set forth in this Section 2.1, and we have not informed you that you are prohibited from creating an account. You hereby affirm that each individual creating or using the Portal Account has reached the age of majority in their jurisdiction of residence and that you will not grant access to the Portal Account or the GAF Covered Services to any individual under the age of majority in their jurisdiction of residence, as the Portal and GAF Covered Services are not intended for individuals who have not reached such age. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and all Supplemental Terms and to abide by and comply with them. If the affirmations, representations, and warranties in this Section 2.1 are not true, then you may not access or use the Portal or GAF Covered Services.

**2.2 Portal Account.** It is your sole responsibility to maintain the currency, completeness, and accuracy of the information you provide to us relating to your Portal Account and any loss caused by your failure to do so is your sole liability. The “**Superuser**” is (a) initially, the User who creates your Portal Account; and/or (b) any other User that a Superuser transfers or grants Superuser status, using the Portal functionality for such transfers and grants. Each Superuser has full access and control over your Portal Account, including, without limitation, the ability to (i) authorize or deauthorize other Users to access and use your Portal Account and the GAF Covered Services; (ii) grant, change or revoke certain access levels and privilege levels of Users (including themselves), including by granting or revoking Superuser status with respect to other Users. Although a Superuser’s access or privilege levels may be adjusted to remove particular access abilities or privileges, that same Superuser has the power to reinstate such access and

privileges. GAF reserves the right to create new access types and privilege types and assign them to Users, and to change access or privileges of any User, all without consulting with you, in GAF's sole discretion. You represent and warrant that the Superuser is authorized by you to create your Portal Account and have the rights to your Portal Account and the GAF Covered Services as described in the preceding sentence. It is entirely your responsibility to maintain the confidentiality of all login credentials, including usernames and passwords, for your Portal Account as well as the accounts of all Users. You are entirely responsible for any and all activities that occur under your Portal Account as well as the accounts of your Users for the Portal and the GAF Covered Services. Your Users' acts and omissions will be deemed yours, and you will ensure that they take no action that causes you to breach the Agreement. You shall notify GAF immediately of any unauthorized access to or use of your Portal Account or the account of any User. GAF is not liable for any loss that you may incur as a result of someone else using your Portal Account or the account of any User, either with or without your or the User's knowledge. GAF can terminate your Portal Account and the account of any User, or place such accounts on hold, or suspend service, for maintenance or if GAF feels doing so is appropriate in order to protect you, GAF, or GAF's partners, customers, or others from identity theft or other fraudulent or harmful activity, but GAF is not obligated to do so. You shall not allow credentials for your Portal Account or the account of any User to be used by more than one individual. You acknowledge and agree that GAF and its designees may from time to time access your Portal Account and the account of any User as you or such User as an administrator, and access any content, for any lawful purpose.

**3. GAF COVERED SERVICES.** The GAF Covered Services may be accessible through the Portal and/or otherwise, such as directly via another website or application for the GAF Covered Services. In each case, Users will use their login credentials to their User account within your Portal Account to access the GAF Covered Services. To access, use, and receive GAF Covered Services, you, or your designee, must complete the specified registration process by providing GAF with current, complete, and accurate information. It is your sole responsibility to maintain the currency, completeness, and accuracy of the information you provide to us relating to the GAF Covered Services and any loss caused by your failure to do so is your sole liability.

**4. THIRD PARTY PROVIDERS.** Certain of the GAF Covered Services and "Specified Subjects" (as such term may be defined in the applicable Supplemental Terms) may be provided by third parties (such GAF Covered Services and Specified Subjects, collectively, the "**Third Party Products**," and the providers of such GAF Covered Services and Specified Subjects, collectively, the "**Third Party Providers**"). Your access to, use of, and receipt of such Third Party Products may be governed by additional terms and conditions between the Third Party Provider of such Third Party Products and you and be subject to your payment of additional fees. You should read and understand such terms and conditions before using any such Third Party Products. This Agreement requires you to comply with all such terms and conditions that do not conflict with this Agreement. GAF does not endorse, is not responsible or liable for, and makes no representations or warranties of any kind whatsoever as to any Third Party Provider or any aspect of any Third Party Products, including, without limitation, any damage or loss caused or alleged to be caused by or in connection with your relationship with a Third Party Provider or you enablement, access, use, or receipt of any such Third Party Products. GAF will not be responsible or liable for any aspect of the relationship between any Third Party Provider and you in any way, including, without limitation, with respect to fees you may owe. You will ensure that your use of Third Party Products complies, and that the Third Party Providers comply, with all applicable laws, including applicable privacy, telemarketing, and anti-spam laws. In the event of any dispute between any Third Party Provider and you of any kind, including, without limitation, with respect to fees, you must address the dispute with the Third Party Provider directly. GAF cannot, and does not, guarantee the continued availability of any Third Party Products, and GAF may cease making them available or facilitating your connection to them at any time with or without notice to you without entitling you to any refund, credit, exchange, or other

compensation.

**5. NO MINIMUM COMMITMENTS.** GAF makes no guarantee that you will receive any specific results in connection with your Portal Account.

**6. COMPLIANCE WITH LAWS.** You shall comply, and shall cause your employees, contractors, agents, and other representatives (“**your Personnel**”) to comply, at all times with all laws relevant or applicable to your businesses, your access to, receipt of, and use of the Portal and GAF Covered Services, and your other obligations under the Agreement, including, without limitation, all Data Protection Laws applicable to the collection and use of Personal Information. “**Personal Information**” means information (a) that identifies, or can be used to contact, an individual or device; (b) with respect to which there is a reasonable basis to believe the information can be used alone or in combination with other information to identify or contact an individual or device; (c) that relates to the individual or device that is identifiable as described in (a) or (b) above; or (d) that is considered “personally identifiable information,” “personal information,” “personal data,” “nonpublic personal information,” “protected health information,” or the like by applicable Data Protection Laws; and “**Data Protection Laws**” mean all laws, rules, regulations, self-regulatory programs, codes and guidance, and any related published clarifications, guidance, interpretations, staff reports, and recommendations by any applicable governmental authority in relation to: (i) data protection; (ii) privacy; (iii) data security; (iv) interception and monitoring of communications; (v) initiating communications by email, telephone, text message or other means; (vi) restrictions on, or requirements in respect of, the collection, retention, use, disclosure, and other processing of Personal Information of any kind; and (vii) actions required to be taken in respect of unauthorized or accidental access to or use, disclosure, or other processing of Personal Information, including, without limitation, any such Data Protection Law in modified or supplemented form and any newly adopted Data Protection Law whether or not replacing a previous Data Protection Law. Without limiting the foregoing, Data Protection Laws include the the California Consumer Privacy Act and related regulations, amended as of January 1, 2023 by the California Privacy Rights Act and related regulations (collectively, “**California Privacy Law**”), , and all federal, provincial, state, and local laws regulating privacy, security, anti-spam, marketing, and electronic or telephonic communications, including, without limitation, the Federal Trade Commission’s Telemarketing Sales Rule, CAN-SPAM, CASL, the CRTC Unsolicited Telecommunication Rules, the Telephone Consumer Protection Act and associated regulations issued by the Federal Communications Commission (“**TCPA**”) and Canada’s Anti-Spam Legislation (“**CASL**”). If we or another person notify you of any non-compliance with your obligations under this Agreement, you will remedy any such non-compliance.

## **7. DATA**

**7.1 Representations, Warranties, and Covenants.** You represent, warrant, and covenant to GAF that (a) all Data is, and shall be, true, complete, and accurate in all respects; (b) you have, or will have, all necessary rights, licenses, approvals, consents, and authority to transmit, upload, submit, enter, input, and otherwise provide all Data before doing so; and (c) it is your responsibility to verify and maintain the currency, completeness, and accuracy of Data, and in the event any Data changes, you shall promptly notify GAF of such changes. “**Data**” means all data, content, information, and other materials of any nature whatsoever (including, without limitation, any and all metadata and Personal Information), embodied in any medium (i) provided or submitted by, or on behalf of, you or any third party in connection with the Agreement, the Portal, the GAF Covered Services, the Specified Subjects, or otherwise, including, but not limited to, information regarding you, your organization, your Personnel, your customers, and your potential customers; or (ii) otherwise transmitted, received, used, collected, generated, uploaded, stored, hosted, or otherwise processed by, or on behalf of, GAF in connection with the Portal, the GAF Covered Services, or the Specified Subjects, whether such data, content, information, or other materials are received directly from, or on behalf of, you or any third party.

7.2 **Personal Information.** Without limiting anything in Section 7.1, you shall (a) provide and obtain all legally required notices and consents and otherwise have all necessary authority before you or any third party provide or make available any Personal Information to GAF, its representatives, and agents, including, without limitation, any notices or consents legally required for GAF to analyze such Data and transmit such Data to third parties in connection with the Portal, the GAF Covered Services, and otherwise use and disclose the Data for any purpose consistent with the Privacy Policy (subject to Section 9.3), maintain evidence of those notices and consents, and provide such evidence to GAF promptly in response to any demand made during the four (4) years after the date such information was provided; and (b) not use the Portal or the GAF Covered Services in conjunction with Personal Information to the extent that doing so would violate applicable Data Protection Laws.

7.3 **Disclosure by GAF.** Without limiting any provisions in the Privacy Policy or any Supplemental Terms, you hereby expressly permit GAF to transfer or otherwise disclose Data to third parties as necessary to facilitate your enablement and use of the Portal and GAF Covered Services and to otherwise exercise GAF's rights under this Agreement. GAF is not responsible for any disclosure, modification, or deletion of Data whatsoever resulting from access by such third parties, including, without limitation, by any Third Party Provider.

7.4 **License.** Subject to the terms and conditions in this Agreement, (a) GAF grants you a limited, revocable, non-exclusive, non-transferable license, without the right to sublicense, during the period you have an active Portal Account, to access and use the Data, solely for the purpose of, and only to the extent necessary for, your lawful internal business use; and (b) you may grant access to Data to your Personnel solely for use on your behalf. You shall be solely responsible for the actions and omissions of your Personnel in connection with their use of the Data. You shall not "sell" (as such term is defined in the California Privacy Law) or otherwise transfer or disclose Data to third parties, and the limited rights granted to you under this Section 7.4 with respect to the Data may not be sold, resold, assigned, leased, rented, sublicensed, or otherwise transferred, or made available for use by third parties, in whole or in part, by you without GAF's prior written consent in each instance. All rights related to the Data that are not expressly granted to you under this Section 7.4 are reserved by GAF.

## 8. COMMUNICATIONS AND WEBSITE

8.1 **Communications to You.** You hereby agree to receive communications from GAF in connection with the Agreement, the Portal, your Portal Account, your GAF Covered Services accounts, your Subscriptions, and the GAF Covered Services, by email, mobile push notification, or SMS/text message or call (including with prerecorded or artificial voice message) to the telephone numbers you provide us. These communications may be sent or initiated through automated means and may contain marketing content, depending on applicable law and (if required) any additional consent from you.

8.2 **Communications to Your Personnel.** When you provide us with telephone numbers for your Personnel, you represent and warrant to us that either (a) you are the subscriber for their telephone numbers and you provide the above consent for you and on their behalf; or (b) you have obtained from them a signed statement indicating "I voluntarily consent to receive text messages and calls (including with prerecorded or artificial voice message) from or on behalf of GAF Materials LLC, GAF Canada ULC, GAF Energy LLC and its and their affiliates at my telephone number, including messages and calls sent or initiated through automated means. I understand that these communications may include marketing content or anything else related to GAF Materials LLC, GAF Canada ULC, GAF Energy LLC and its and their affiliates and that this consent is not a condition of any purchase." If the individual is located in Canada, the signed statement also must include this additional sentence: "I understand that I can opt-out anytime and that I can contact all of these GAF companies at 1 Campus Drive, Parsippany, NJ 07054, USA or [privacy@gaf.com](mailto:privacy@gaf.com)."

8.3 **Notices.** You agree that all agreements, notices, disclosures, payment, or renewal notifications, and other communications that GAF provides to you electronically (such as through email or posting in the Portal or a GAF Covered Services account) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You agree to keep your contact information, including, but not limited to, email address, current. Except where otherwise specified in this Agreement, all notices or other communications required or permitted under this Agreement will be in the English language, in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Except where otherwise specified in this Agreement, notices for GAF must be sent to 1 Campus Drive, Parsippany, NJ 07054, Attention: Vice President, Certified Program & Services, with a copy to GAF's General Counsel at the same address.

8.4 **Prior Communications.** You fully and completely release any and all Claims you may have had in the past or may have in the future based on your receipt of communications from or on behalf of GAF. You waive California Civil Code Section 1542 (which provides that a "general release does not extend to Claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party") and any other laws or legal principles that also limit waivers exclusively to known Claims. "**Claim**" means any cause of action, complaint, allegation, assertion, claim, demand, audit, investigation, inquiry, proceeding, hearing, arbitration, lawsuit, or other action of any kind.

8.5 **Public Posting.** GAF may include, or give you the ability to include, your name, address, telephone number, email address, trademarks, service marks, logos and other materials on websites or other online property operated by GAF or a third party at GAF's sole discretion, but GAF has no obligation to do so. You represent and warrant to us that you have the necessary rights, licenses, consents, and approvals for all trademarks, service marks, logos, and other materials that you provide to us.

## 9. OWNERSHIP; RESTRICTIONS; UPDATES; INFORMATION; MODIFICATIONS

9.1 **Ownership by GAF.** Subject to Section 9.3 and applicable law, GAF has and shall have all right, title, and interest in and to the (a) Portal; (b) GAF Covered Services; (c) Data; (d) all output that is generated as a result of or in connection with your or your Personnel's use of the Portal or the GAF Covered Services; and (e) all data, content, information, and other materials derived from (a), (b), (c); and/or (d) ((a) through (e), collectively, "**GAF Property**"), and except for the limited rights expressly granted in the Agreement, nothing contained in the Agreement shall be construed to convey to you any right, title, or interest in or to any of the GAF Property. You shall take all reasonable steps to protect the GAF Property from unauthorized copying or use. All rights related to the GAF Property that are not expressly granted to you under the Agreement are reserved by GAF.

9.2 **Restrictions.** Any use of any of the GAF Property not specifically authorized under the Agreement is prohibited. Except as permitted by the Agreement with respect to your Personnel, the limited rights granted to you to the GAF Property under the Agreement may not be sold, resold, assigned, leased, rented, sublicensed, or otherwise transferred, or made available for use by third parties, in whole or in part, by you without GAF's prior written consent in each instance, and any attempt to do so shall be void. You acknowledge that the GAF Property contains proprietary trade secrets of GAF and that the GAF Property is protected by intellectual property law (including that of the United States and Canada) and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on any of the GAF Property without the prior written consent of GAF. You shall not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of any of the GAF

Property by any means whatsoever (including, but not limited to, bypassing or breaching any Security Measures (as defined below), except to the extent the foregoing restriction is prohibited by applicable law. You may not use the GAF Property for the purposes of benchmarking or competitive analysis or for developing, using, or providing a competing software product or service. You will use the GAF Property only in a manner that complies with all applicable laws.

9.3 **California Residents.** To the extent Data is about a California resident other than your Personnel or ours, and we store a copy of such Data, and you or we are subject to the California Privacy Law “sale” rules with respect to the information, GAF will use, disclose and retain such information only to (a) provide you the Portal and the GAF Covered Services; and (b) engage in the limited other uses and disclosures of information that the California Privacy Law does not prohibit “service providers” (as defined in the California Privacy Law) to undertake.

9.4 **Updates.** GAF may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to the Portal and GAF Covered Services (“Updates”). GAF may develop and provide Updates in its sole discretion and you agree that GAF has no obligation to develop any Updates. Updates may be automatically installed without providing you any additional notice or receiving any additional consent. You agree to the automatic installation of all Updates. The Portal and GAF Covered Services (including any Updates) may: (a) cause your device to automatically communicate with our servers to deliver the functionality described in these Terms or through new features as they are introduced, and to record usage metrics; (b) affect preferences or data stored on your device; and (c) collect Personal Information as set out in our Privacy Policy. You can withdraw consent at any time under certain conditions by contacting us at [compliance@gaf.com](mailto:compliance@gaf.com). Once provided to you by GAF, all Updates will be deemed to be included within the meaning of the Portal or GAF Covered Services, as applicable.

9.5 **Third Party Information.** If GAF is required by any third party rights holder to remove from the Portal or GAF Covered Services any information or other material obtained by GAF from publicly available sources or its third party content providers, or if GAF believes that such information or other material provided to you may breach applicable law or third-party rights, GAF may discontinue your access to such information or other material through the Portal and GAF Covered Services and/or may notify you that you must discontinue all use of such information or other material, and to the extent not prohibited by law, you will do so and promptly remove such information or other material from your systems. If requested by GAF, you shall confirm your compliance with the terms of this Section in writing and GAF shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.

9.6 **Modifications and Discontinuations.** GAF reserves the right, at any time, to modify or discontinue any or all of the Portal, GAF Covered Services, and Specified Subjects, with or without notice. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation.

10. **CONFIDENTIALITY.** During the term of the Agreement and after its termination for any reason, you shall keep confidential all information reasonably understood to be confidential and/or proprietary information of GAF that is furnished by, or on behalf of, GAF, or to which you have access, in connection with the Agreement, the Portal or the GAF Covered Services, including, but not limited to, the contents of the Agreement, the details of the GAF Covered Services, and other information about GAF’s operations, marketing plans, and products. You shall use such confidential information only for your operation of your business, and you shall divulge such confidential information only to your Personnel who need to know such information in connection with the operation of your business; provided, however, that you shall be liable for any unauthorized disclosure by any of your Personnel. All of GAF’s confidential information is, and shall remain, the sole property of GAF. The restrictions in this Section do not apply to information that is in or comes into the public domain other than as a result of a wrongful disclosure by your Personnel

or you.

**11. RELEASE AND INDEMNIFICATION.** You, on your own behalf and on behalf of your Personnel, hereby release and discharge GAF, each provider of any portion of the Portal and the GAF Covered Services, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the “**GAF Parties**”) from, and agree that your Personnel and you shall waive and not assert any Claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your business operations and your Personnel’s and your acts and omissions, whether in connection with your businesses, the Agreement, the GAF Property, the Specified Subjects, or otherwise, including, without limitation, your presentations, advertising, and other marketing materials; (b) all decisions your Personnel and you make based on your access to, use of, and receipt of the GAF Property or the Specified Subjects; (c) the acts and omissions of each Third Party Provider; (d) Data (other than Data you purchase from us, where GAF created, licensed, or obtained the Data from a third party, independently from you); (e) any and all activities that occur under your Portal Account (such as within a GAF Covered Services account), including, without limitation, any loss that you may incur as a result of someone else using your or your User’s passwords or your Portal Account (such as your GAF Covered Services accounts), either with or without your knowledge; (f) your Personnel’s and your mobile devices and the home and professional networks of your Personnel, you, your customers, and your potential customers; (g) violations of the TCPA, CASL, or other legal requirements by you or your Personnel; and (h) any additional matters identified in Supplemental Terms as “Specified Subjects” ((a) through (h) (inclusive), collectively, the “**Release**”). You shall immediately notify GAF of and indemnify and hold harmless the GAF Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges of any kind (including, but not limited to, reasonable fees and expenses of attorneys) suffered or incurred by any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any Claim brought by your Personnel, you, or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (i) any matter covered by the Release; and (ii) your Personnel’s or your breach of the Agreement. The indemnity for expenses incurred by any GAF Party as set forth in this Section, includes, without limitation, litigation costs and expenses and reasonable attorneys’ fees as well as such costs, expenses and fees incurred by any of the GAF Parties in defending any claims by a third party, in pursuing claims against you and in establishing and enforcing its right to indemnification hereunder.

**12. DISCLAIMER OF WARRANTY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, OR PROHIBITED BY APPLICABLE LAW, THE GAF PROPERTY AND THE SPECIFIED SUBJECTS ARE PROVIDED “AS IS” AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO YOUR USE, AND THE PERFORMANCE, OF THEM IS WITH YOU. SHOULD THE GAF PROPERTY OR SPECIFIED SUBJECTS PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR THEIR SERVICING AND/OR REPAIR. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE GAF PROPERTY, THE SPECIFIED SUBJECTS, THE THIRD PARTY PRODUCTS, AND THE THIRD PARTY PROVIDERS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE. THE GAF PARTIES DO NOT WARRANT THAT THE GAF PROPERTY, THE SPECIFIED SUBJECTS, OR THE THIRD PARTY PRODUCTS WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT THEIR OPERATION OR YOUR USE OF THEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT ERRORS IN THEM CAN OR WILL BE CORRECTED, OR THAT DATA AND CONTENT PRESENTED BY THEM, OR OTHERWISE DERIVED FROM YOUR USE OF THEM, OR CONTAINED OR MADE AVAILABLE WITHIN THEM WILL BE ACCURATE, COMPLETE, OR RELIABLE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DECISIONS YOU MAKE BASED ON YOUR ACCESS TO, RECEIPT OF, AND USE OF THE GAF PROPERTY, THE SPECIFIED SUBJECTS, AND THE THIRD PARTY PRODUCTS, INCLUDING, WITHOUT, LIMITATION, ANY INFORMATION OR CONTENT YOU HAVE ACCESS TO



OR RECEIVE IN CONNECTION THEREWITH. INFORMATION TRANSMITTED OVER THE INTERNET OR STORED ON SYSTEMS REACHABLE FROM THE INTERNET IS INHERENTLY INSECURE, AND THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE GAF PROPERTY, THE SPECIFIED SUBJECTS, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, OR THE INFORMATION OR CONTENT TRANSMITTED TO OR BY THEM, WHETHER SUCH INFORMATION OR CONTENT IS TRANSMITTED TO YOUR MOBILE DEVICE OR NETWORK, OR OTHERWISE. THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OR USABILITY OF ANY SECURITY MEASURES FOR THE GAF PROPERTY, THE SPECIFIED SUBJECTS, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, OR THAT THEY WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO GAF PARTY SHALL HAVE RESPONSIBILITY OR LIABILITY FOR ANY LOSS CAUSED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RESULTING TO YOUR MOBILE DEVICE OR NETWORK. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO GAF TO GRANT THE RIGHTS CONTAINED IN THE AGREEMENT AND TO PROVIDE YOU WITH ACCESS TO AND USE OF THE GAF PROPERTY, SPECIFIED SUBJECTS, AND THE THIRD PARTY PRODUCTS.

**13. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE RELEASE, WARRANTY DISCLAIMER, AND OTHER RELEASES AND DISCLAIMERS IN THE AGREEMENT, IN NO EVENT SHALL (A) ANY GAF PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THE AGREEMENT, THE GAF PROPERTY, THE SPECIFIED SUBJECTS, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF ALL GAF PARTIES FOR ANY NON-EXCLUDED DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THE AGREEMENT OR THE GAF PROPERTY EXCEED \$100 USD. WITHOUT LIMITING THE FOREGOING, NO GAF PARTY WILL HAVE ANY LIABILITY OF ANY KIND IN CONNECTION WITH THE THIRD PARTY PRODUCTS, THIRD PARTY PROVIDERS, OR ANY OF THE SPECIFIED SUBJECTS. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY OF ANY KIND AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

**14. EXCLUSIONS.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers, limitations, and exclusions may not apply to you. To the extent that a GAF Party may not, as a matter of applicable law, disclaim any warranty, or limit or exclude any liability, the scope and duration of such warranty and the extent of the GAF Party's liability shall be the minimum permitted under such applicable law.

**15. TERM; TERMINATION.** GAF may immediately terminate the Agreement, in whole or in part, and/or your access to and use of the GAF Property, at any time and for any reason, with or without cause, with or without notice, and without cost or penalty of any kind. You may terminate the Agreement at any time upon fifteen (15) days' prior written notice to GAF. Upon termination of the Agreement, all rights granted hereunder to you and all of your Subscriptions shall immediately terminate, you shall immediately pay GAF all Fees, and you must cease all use of the GAF Property (other than Data that you developed independently of your relationship with us). However, all other provisions of the Agreement shall survive such termination.

**16. INDEPENDENT CONTRACTOR; YOUR PERSONNEL.** The parties understand and agree that the Agreement does not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in the Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose

whatsoever. The Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship between you and GAF. During the term of the Agreement and after its termination for any reason, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF, except as expressly permitted by the Premier Roofing Dealer Program Participation Agreement you have entered into with us, if any, and you shall not identify yourself as an employee, representative, or agent of GAF. You will be solely responsible for all employment decisions and functions with respect to your Personnel, including, but not limited to, hiring, firing, discipline, supervision, setting terms of employment, and compensation, and implementing a training program for your Personnel. You will never represent or imply to your Personnel, or individuals who may become your Personnel, that they are, or will be, employed by GAF. GAF shall not control or have access to your funds or the expenditure thereof or in any other way exercise dominion or control over your business or your Personnel. You understand and agree that nothing in the Agreement authorizes you to make any contract, agreement, warranty, or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that the GAF Parties shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of your Personnel or you in the conduct of your business or otherwise or any Claim or judgment arising directly or indirectly therefrom against the GAF Parties. You shall cause your Personnel to comply with the Agreement and you shall be solely responsible for the actions and omissions of your Personnel, as such actions and omissions shall be considered yours.

**17. ASSIGNMENT.** You shall not assign, delegate, or otherwise transfer the Agreement, or any of your rights or obligations hereunder to any third party without the prior written consent of GAF in each instance, including, without limitation, by way of merger, consolidation, or sale of all or substantially all of your stock or assets, or similar change of control transaction. GAF may assign, delegate, or otherwise transfer the Agreement, or any rights or obligations hereunder, without your prior written consent. The rights and liabilities of the parties under the Agreement shall bind and inure to the benefit of their successors and permitted assigns. Any assignment, delegation, or other transfer in breach of this provision will be void and without legal effect.

**18. EXPORT LAWS.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. You will not export or re-export the GAF Covered Services in any form in violation of the laws of the United States or any foreign jurisdiction. You represent and warrant that: (a) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

**19. SECURITY MEASURES.** The GAF Property may contain technological measures (the "Security Measures") designed to prevent certain kinds of unauthorized or illegal use of them. However, GAF cannot, and does not, guarantee that unauthorized third parties will not be able to defeat the Security Measures. You acknowledge and agree that GAF may also use the Security Measures and other lawful measures to verify your compliance with the terms of the Agreement and enforce GAF's rights under the Agreement, including, without limitation, GAF's intellectual property rights in and to the GAF Property.

**20. U.S. GOVERNMENT END USERS.** The Portal and each of the GAF Covered Services are a "Commercial Item," as that term is defined at 48 C.F.R § 12.212 or 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, and the Portal and each of the GAF Covered Services are being licensed to U.S. Government end users (a) only as a "Commercial Item;" and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions herein.

**21. GOVERNING LAW; VENUE; DISPUTES BETWEEN THE PARTIES.**

**21.1 Governing Law; Venue.** This Agreement, and any Claims arising out of, relating to, or concerning this Agreement and the discussions contemplated hereby, shall be interpreted and construed

under the substantive laws of the State of New Jersey without reference to its conflict of laws principles, except to the extent governed by the United States Trademark Act of 1946 or other superseding federal law. The Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Each party hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the federal and state courts located in Morris County, New Jersey, for any Claims (and each party agrees not to commence any Claim relating thereto except in such courts). Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of the venue of any Claim arising out of this Agreement, in the federal and state courts located in Morris County, New Jersey, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

**21.2 Disputes Between the Parties.** To the extent permitted by applicable law, any Claim that you may have against us must be brought within two (2) years of the date such Claim first accrued. ALL CLAIMS MUST BE BROUGHT IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR SIMILAR, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AND GAF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**22. MISCELLANEOUS.** The Agreement is the entire agreement between you and GAF with respect to, and supersedes any previous oral or written communications or documents concerning, the subject matter of the Agreement. In the event any provision of the Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of the Agreement will remain in full force and effect. Failure by GAF to prosecute any right with respect to a default hereunder will not constitute a waiver by GAF or the right to enforce rights with respect to the same or any other breach. All GAF Parties are intended third party beneficiaries of the Agreement and, upon your acceptance of the Agreement, all GAF Parties will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary. Subject to the preceding sentence, the Agreement is between you and GAF and there are no third party beneficiaries. Any heading, caption, or section title contained in the Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. During the term of this Agreement and after its termination for any reason, you will not make any false, misleading, or disparaging statements about GAF or any of its competitors to any customers or consumers, or potential customers or consumers, of GAF's products, GAF's vendors or potential vendors, the media, or any other person or entity.

**23. LANGUAGE.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.