

GAF LSA DATA AGREEMENT

Last updated: October 2, 2020

This GAF LSA DATA Agreement (this “**Agreement**”) is a legal agreement between your business (“you”) and GAF Materials LLC (“**GAF**,” “**we**,” “**us**” or “**our**”) regarding your application for and participation in the Local Services by Google lead generation program (such program “**LSG**,” and the leads provided in connection with LSG, the “**LSG Leads**”), your relationship with the Integrator (defined in Section 1.2 below) for such services, and GAF’s access to and use of data that is generated as a result of your participation in LSG, including, but not limited to, information about leads that you receive or store in an LSG-related website or application and Google’s recordings of your calls with the individuals identified in the LSG Leads (collectively, the “**LSG Data**”). If you are accepting this Agreement on behalf of an entity, you represent and warrant that you have authority to bind that entity to this Agreement and by accepting this Agreement, you are doing so on behalf of that entity (and all references to “you” in this Agreement refer to that entity). Your application for LSG as facilitated by GAF, and GAF’s access to and use of the LSG Data, is subject to this Agreement as it may be amended from time to time, and you also accept the GAF Terms of Use found at <https://www.gaf.com/en-us/our-company/privacy-and-legal/terms-of-use> (the “**Terms of Use**”) and agree to our handling of data as described in GAF’s Privacy Policy found at <https://www.gaf.com/en-us/our-company/privacy-and-legal/privacy-policy> (the “**Privacy Policy**”) as they may be amended from time to time. In the event of any conflict between this Agreement and any other applicable terms, this Agreement shall control. It is important that you carefully read and understand the terms and conditions of this Agreement, the Terms of Use and the Privacy Policy. By clicking the “I Accept” button, or any similar mechanism, you agree to be bound by and comply with the terms and conditions of this Agreement and the Terms of Use. This Agreement will be effective as of the date you click the “I Accept” button, or any similar mechanism (the “**Effective Date**”). **IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE TERMS OF USE, AND THE PRIVACY POLICY, DO NOT CLICK THE “I ACCEPT” BUTTON, OR OTHER SIMILAR MECHANISM.**

From time to time, we may update this Agreement by posting the updated version on https://www.gaf.com/en-us/document-library/documents/documents/legaldocumentsdocuments/GAF_LSA_Data_Agreement.pdf (such as via a link to it in the footer) and updating the “Last updated” date at the top of this page. Unless you reject the update by emailing us at gaflocalservices@gaf.com with a notice of termination of this Agreement prior to any of the following, you will be deemed to accept the changes and they will take effect at the earlier of:

- 12:00 p.m. Eastern time on the 10th day after we post them; or
- your acceptance of the updated Agreement via a click-through process or some other method that we specify.

You agree to review this Agreement periodically to ensure that you are familiar with the most recent version.

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern how claims GAF and you have against each other are resolved (see Section 3 (Release and Indemnification), Section 4 (Disclaimer of Warranty), Section 5 (Limitation of Liability), and Section 9 (Miscellaneous) below).

1. General Obligations.

1.1 LSG. LSG is a service provided by Google, and we do not endorse, are not responsible or liable for, and make no representations or warranties of any kind as to Google, any aspect of LSG, including, without limitation, the LSG Leads provided in connection therewith, the manner in which Google handles the LSG Data, or any interaction between you and Google, or any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of LSG, LSG Leads, or LSG Data, or the acts or omissions of Google. GAF makes no guarantee that you will receive any specific number of LSG Leads in connection with LSG. Your application is subject to Google’s review and acceptance. Your use of LSG may be subject to terms and conditions between you and Google. You should read and understand such terms and conditions before using LSG. You shall resolve any dispute you may have with Google, whether related to fees or otherwise, directly with Google and without our involvement.

1.2 Integrator. You may engage a third party we designate to serve as the integrator between you and Google (the “**Integrator**”). For example, as of the Effective Date, the integrator was GenNext Media, Inc. dba Surefire Local. The Integrator may facilitate your application with Google, your enrollment in LSG, your use of LSG and collect fees resulting

from your use of LSG. We do not endorse, are not responsible or liable for, and make no representations or warranties of any kind as to the Integrator or any aspect of the services that such Integrator may provide to you, including, without limitation, the manner in which the Integrator handles the LSG Data or any other data you may provide to such Integrator, including, without limitation, any Personal Information (as defined below), or any interaction between you and the Integrator, or any damage or loss caused or alleged to be caused by or in connection with the acts or omissions of the Integrator. Your relationship with the Integrator may be subject to terms and conditions between you and the Integrator. You should review them carefully. You shall resolve any dispute you may have with the Integrator, whether related to fees or otherwise, directly with the Integrator and without our involvement.

1.3 Your Information. To facilitate the application process to Google for LSG and provide related support, GAF may share certain information about you with Google and/or the Integrator, including, without limitation, Personal Information we have collected during your enrollment or participation in this or any other programs, products, services, or other leads that GAF makes available to contractors. You consent to (a) our disclosure of your information, including Personal Information, to Google and the Integrator; and (b) the use and disclosure of your information, including Personal Information, by Google and the Integrator, each in accordance with its own privacy policies, procedures and agreement(s) with you.

1.4 LSG Data. You hereby consent and agree to GAF (a) receiving access to your LSG account and the LSG Data from Google and the Integrator; and (b) using and disclosing the LSG Data in accordance with the Privacy Policy. You will at all times maintain all necessary rights, licenses, approvals, and consents — including, without limitation, from Google, the Integrator, your Personnel (as defined below), property owners and their representatives, and any other individuals reflected in the LSG Data — to provide GAF access to, and the right to use and disclose, the LSG Data, and to provide GAF with access to your LSG account. You shall provide any notices that are legally required for making any LSG Data, including, without limitation, any Personal Information and recordings of calls between you and any individuals identified in any LSG Leads, available to GAF.

1.5 Your Personnel. You shall cause your employees, contractors, and other representatives (“**your Personnel**”) to comply with this Agreement and the Terms of Use and all other terms and conditions applicable to the LSG Leads. You shall be solely responsible for the actions and omissions of your Personnel.

1.6 Data Protection Laws. You shall comply, and shall cause all your Personnel to comply, at all times with all laws relevant or applicable to the collection of the LSG Data and the provision of LSG Data to us, 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 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 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) interception, recording, and monitoring of communications; (iv) initiating communications by email, telephone, text message or other means; (v) restrictions on, or requirements in respect of, the processing of Personal Information of any kind; and (vi) actions required to be taken in respect of unauthorized or accidental access to or use or disclosure of Personal Information, including, without limitation, any such Data Protection Law in modified or supplemented form and any newly adopted Data Protection Law replacing a previous Data Protection Law. Without limiting the foregoing, Personal Information includes LSG Leads and data about individual LSG Leads, and Data Protection Laws include the California Consumer Privacy Act, the Telephone Consumer Protection Act and associated regulations issued by the Federal Communications Commission, the Federal Trade Commission’s Telemarketing Sales Rule, CAN-SPAM, and all state laws regulating marketing and electronic or telephonic communications.

1.7. Recordings. Google or a third party may record calls you receive from LSG Leads through the telephone line established for you in connection with LSG. You agree that GAF will be given access to such recordings and that it may analyze such recording for the purposes set forth in this Agreement. You consent to this recording, and you will obtain the written consent to this recording from each individual who answers these calls and provide such consents to GAF promptly upon request.

2. Affirmation. You hereby affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and to abide by and comply with this Agreement. If the affirmations in this Section 2 are not true, then you may not apply to LSG through this website.

3. Release and Indemnification. You, on your own behalf and on behalf of your Personnel, hereby release and discharge GAF, its affiliates, each licensor of any portion of LSG Leads, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the “**GAF Parties**”), and agree that your Personnel and you shall waive and not assert any action or claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your participation in LSG; (b) the acts or omissions of Google and the Integrator; (c) our access to LSG Data and use of any LSG Data, including, without limitation, recordings of calls with property owner, their representatives, or any other individuals, in accordance with this Agreement; (d) your Personnel’s or your acts or omissions, whether in connection with LSG, or otherwise; (e) all LSG Leads; and (f) the acts or omissions of the individuals identified in the LSG Leads. 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 (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, demand, action, lawsuit, or any other legal action brought by your Personnel, you, a property owner or their representative, or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (i) your participation in LSG; (ii) the acts or omissions of Google and the Integrator; (iii) our access to LSG Data and use of any LSG Data, including, without limitation, recordings of your calls with property owner, their representatives, or any other individuals, in accordance with this Agreement; (iv) your Personnel’s or your acts or omissions, whether in connection with LSG, or otherwise; (v) all LSG Leads; (vi) the acts or omissions of the individuals identified in the LSG Leads; and (vii) your or your Personnel’s breach of this Agreement or the Terms of Use.

4. DISCLAIMER OF WARRANTY. THE GAF PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO LSG, LSG LEADS, LSG DATA, GOOGLE, OR THE INTEGRATOR. THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO LSG, LSG LEADS, LSG DATA, GOOGLE AND THE INTEGRATOR, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THE GAF PARTIES DO NOT WARRANT THAT LSG, LSG LEADS, OR THE SERVICES PROVIDED BY GOOGLE OR THE INTEGRATOR WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT ERRORS IN LSG OR LSG LEADS CAN OR WILL BE CORRECTED, OR THAT LSG LEADS, OR INFORMATION OTHERWISE DERIVED FROM YOUR USE OF LSG LEADS, WILL BE ACCURATE, COMPLETE, OR RELIABLE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS YOU MAKE BASED ON YOUR USE OF LSG, LSG LEADS AND OTHER LSG DATA. INFORMATION TRANSMITTED OVER, AND STORED IN SYSTEMS CONNECTED TO, THE INTERNET IS INHERENTLY INSECURE, AND THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE INFORMATION YOU PROVIDE TO US, GOOGLE, OR THE INTEGRATOR IN CONNECTION WITH THIS AGREEMENT. THE GAF PARTIES DO NOT MAKE ANY WARRANTY THAT OUR SYSTEMS OR THE SYSTEMS OF GOOGLE OR THE INTEGRATOR 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. WITHOUT LIMITING THE FOREGOING, NO GAF PARTY WILL HAVE ANY LIABILITY TO YOU IN RELATION TO LSG, LSG LEADS, GOOGLE, OR THE INTEGRATOR. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO GAF TO GRANT THE RIGHTS CONTAINED IN THIS AGREEMENT AND TO FACILITATE YOUR PARTICIPATION IN LSG.

5. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE RELEASE, THE WARRANTY DISCLAIMER AND OTHER DISCLAIMERS IN THIS 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 THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR RECEIPT AND USE OF LSG, LSG LEADS, AND LSG DATA AND THE ACTS OR OMISSIONS OF GOOGLE AND THE INTEGRATOR, 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 DIRECT DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR RECEIPT AND USE OF LSG, LSG LEADS AND LSG DATA AND THE ACTS OR OMISSIONS OF GOOGLE AND THE INTEGRATOR, EXCEED \$100. 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.

6. 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.

7. Termination. This Agreement is effective upon the Effective Date and shall continue until it is terminated as provided herein. GAF may immediately terminate this Agreement at any time and for any reason, with or without cause, with or without notice, and without cost or penalty of any kind. This Agreement will automatically terminate upon your breach of any of the terms of this Agreement. Upon termination of this Agreement due to your breach thereof, all rights granted hereunder to you shall immediately terminate. However, all other provisions of the Agreement shall survive such termination.

8. No Agency. You are not an employee, agent, or representative of GAF, or GAF's affiliates, and this Agreement does not create any such relationship between GAF or any of GAF's affiliates and you. Under no circumstances shall you, your Personnel, or any other individual or entity associated in any manner with you be deemed to be the agents, salespeople, employees, representatives, or partners of, or joint venturers with, GAF or any of GAF's affiliates. You shall be solely responsible for the payment or reimbursement of all expenses of your own agents, salespeople, and employees. You shall have no right to enter into any contract or commitment in the name, or on behalf, of GAF or any of GAF's affiliates, and you shall not do any act, or omit to do any act, that might result in any third party believing that you or your Personnel have the power to contract or incur any commitment on behalf of GAF or any of GAF's affiliates. Without GAF's prior written consent in each instance, or except as expressly authorized to do so in this Agreement, your Personnel and you are not authorized to and shall not (a) create any obligations on behalf of GAF or any of GAF's affiliates, or (b) make any representations or warranties on behalf of GAF or any of GAF's affiliates, whether with respect to LSG Leads, GAF's and its affiliates' products and services, or otherwise.

9. Miscellaneous. This Agreement, together with the Terms of Use, 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 this Agreement. For the avoidance of doubt, this Agreement does not (a) supersede or amend separate agreements between you and Google and the Integrator, respectively; or (b) supersede or amend any agreement between GAF and you with respect to your participation in any other programs, products, services, or other leads that GAF makes available to contractors. This Agreement is governed by the laws of the State of Delaware, USA, without regard to conflicts of laws principles. You agree that any dispute arising directly or indirectly out of, related to, or in connection with this Agreement shall be governed by the procedures set forth in the Terms of Use. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. In the event any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this 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 this Agreement and, upon your acceptance of this Agreement, all GAF Parties will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Subject to the preceding sentence, this Agreement is between you and GAF and there are no third party beneficiaries. You are responsible for compliance with all applicable laws and regulations in connection with your use of LSG, LSG Leads, LSG Data, your presentations, and your business.

Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. You hereby agree to receive communications with respect to this Agreement by email, mobile push notification, and SMS/text notification. You agree that all agreements, notices, disclosures, and other communications that GAF provides to you electronically (such as through email) satisfy any legal requirement that such communications be in writing.