

GAF PROJECT SUBSCRIPTION AGREEMENT

Last updated: August 26, 2020

This GAF Project Subscription Agreement (this “**Agreement**”) is a legal agreement between your business (“**you**”) and GAF Materials LLC (“**GAF**,” “**we**,” “**us**” or “**our**”) regarding your access to and use of GAF’s proprietary and/or licensed computer programs for selling services, whether provided via a website or mobile application (such computer programs, along with all data and content that is made available, accessed, or utilized in connection with such computer programs, collectively, “**GAF Project**”). 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). Use of GAF Project is subject to this Agreement as it may be amended from time to time by GAF, 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, or by accessing or using GAF Project, 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 earlier of the date you click the “I Accept” button, or any similar mechanism, and the date that you first access GAF Project (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, AND DO NOT ACCESS AND DO NOT USE GAF PROJECT.**

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_Project_Subscription_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 supportgafproject@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;
- your first ever use of a feature of GAF Project that is subject to an updated portion of this Agreement; 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 10 (Release and Indemnification), Section 11 (Disclaimer of Warranty), Section 12 (Limitation of Liability), and Section 18 (Miscellaneous) below).

1. Subscription.

1.1 Subscription. Subject to the terms and conditions of this Agreement, GAF grants you a non-exclusive, non-transferable right, without right of sublicense, during the term of this Agreement, to access and use GAF Project solely for your internal use in connection with your business. GAF reserves any rights not expressly granted herein. Any use of GAF Project not specifically authorized under this Agreement is prohibited. GAF has no responsibility whatsoever to furnish any maintenance and support services with respect to GAF Project. GAF makes no guarantee that you will consummate any sales in connection with your use of GAF Project.

1.2 Your Personnel. You may grant access to GAF Project to your employees, contractors, agents, and other representatives (“**your Personnel**”). You shall cause your Personnel to comply with this Agreement and the Terms of Use. You shall be solely responsible for the actions and omissions of your Personnel in connection with their use of GAF Project.

1.3 GAF Marks. As part of your use of GAF Project, you may have the opportunity to create customized presentations to be incorporated into GAF Project. You shall not upload to GAF Project any materials protected under copyright, trademark,

or trade secret laws, including, without limitation, trademarks, service marks, logos and slogans owned or licensed by GAF or its affiliates (“**GAF Marks**”), unless you have the express authorization of the owner or licensor of such, and you shall not upload any material likely to defame or invade the privacy of any individual. If you are not enrolled in a GAF certification program, in each of your presentations and your other marketing materials, you must include the following disclaimer: “Contractors are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses.” If you are enrolled in a GAF certification program, in each of your presentations and your other marketing materials, you must include the following disclaimer: “Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF, for participating in the program and offering GAF enhanced warranties, which require the use of a minimum amount of GAF products.” Additionally, if you are enrolled in a GAF certification program, the claims you make about such program must have been authorized and approved by GAF, and your use of GAF Marks is subject to the terms and conditions of your program participation agreement. You are solely responsible for your presentations and marketing materials and ensuring that the claims you make in them are accurate and applicable to you and that your presentations and marketing materials comply with all applicable laws and the terms of your GAF certification program agreement, if applicable.

1.4 **Account Owner.** The individual who creates the GAF Project account and whose Payment Method (as defined below) is charged (the “**Account Owner**”) has certain access and control over the GAF Project account. The Account Owner is responsible for updating and maintaining the accuracy of the information the Account Owner provides to us relating to the GAF Project account and for controlling who has access to such account. It is entirely the Account Owner’s responsibility to maintain the confidentiality of the passwords and GAF Project account. To maintain control over the GAF Project account and prevent anyone from accessing the GAF Project account (which could include information on viewing history or Payment Methods for the GAF Project account), the Account Owner must not reveal the password or details of the Payment Method associated to the GAF Project account to anyone. The Account Owner is entirely responsible for any and all activities that occur under its GAF Project account. The Account Owner shall notify GAF immediately of any unauthorized use of its GAF Project account. Further, the Account Owner shall not email, post, or otherwise disseminate any user ID, password, or other information which provides access to GAF Project. GAF is not liable for any loss that the Account Owner or you may incur as a result of someone else using your passwords or GAF Project account, either with or without the Account Owner’s or your knowledge. We can terminate your account or place your account on hold if we feel this is appropriate in order to protect you, GAF, or our partners, customers, or others from identity theft or other fraudulent or harmful activity, but we are not obligated to do so. GAF is not obligated to credit or discount a subscription for holds placed on the account by either a representative of GAF Project or by the automated processes of GAF Project.

1.5 **Third Party Information.** If GAF is required by any third party rights holder to remove information obtained by GAF from publicly available sources or its third party content providers, or receives information that such information provided to you may breach applicable law or third party rights, GAF may discontinue your access to such information through GAF Project and/or may notify you that you must discontinue all use of such information, and to the extent not prohibited by law, you will do so and promptly remove such information 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.

1.6 **Access Credentials.** Access credentials for GAF Project may not be used by more than one individual. If you have a monthly subscription, you may not transfer access credentials from one individual to another. If you have an annual subscription to GAF Project, you may transfer access credentials from one individual to another if the original user will no longer be permitted to use GAF Project.

2. Fees and Payment Terms.

2.1 **Fees.** In connection with your use of GAF Project and receipt of related services, you will pay us our then current fees (“**Fees**”), including, but not limited to, onboarding fees (“**Onboarding Fees**”) and fees based on access to GAF Project through your account (“**User Fees**”). Onboarding Fees are charged for each location that you wish to have use GAF Project, and User Fees are charged for each user who accesses GAF Project through your account. Additional fees may also be charged for Other Services that are made available to you through, or in connection with, GAF Project. All Fees are billed

in full in advance. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your use of GAF Project and your receipt of related services. If we have the legal obligation to pay or collect Taxes for which you are responsible under this section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.2 Subscription Plans. GAF currently offers monthly and annual subscriptions for GAF Project. User Fees will be charged in advance for each user on a monthly or annual basis, depending upon your subscription. For monthly subscriptions, User Fees are charged based on the number of individual logins assigned to your account during such month regardless of whether a user actually logged into GAF Project during such month. For annual subscription renewals, User Fees are charged based on the number of individual logins assigned to your account during the month prior to your renewal regardless of whether a user actually logged into GAF Project during such month. You may convert a monthly subscription for any or all of your users to an annual subscription at any time; provided, however, that if you do so, the term of the annual subscription will be twelve (12) months from the date of such conversion and you will be charged in full for the annual subscription fee at the time of such conversion.

2.3 Payment Methods. To use GAF Project, you must provide us with one or more Payment Methods. “**Payment Method**” means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You remain responsible for any uncollected amounts. Your GAF Project subscription, and obligation to pay User Fees, will continue and automatically renew until terminated as set forth in this Agreement. You must cancel your GAF Project subscription as set forth in this Agreement before it renews in order to avoid account charges for the next billing period. Account charges are fully earned upon payment and there are no refunds or credits for Onboarding Fees or User Fees for partially used months or years, as applicable, except as set forth in this Agreement. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, we may suspend your access to GAF Project until we have successfully charged a valid Payment Method. If your credit card reaches its expiration date, your continued use of GAF Project constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated. GAF may share your Payment Method information with payment processors or others necessary to authorize or execute your payment. GAF may also utilize one or more methods to obtain updated information about your payment methods to allow its continued use in the event you fail to keep your payment information current and updated.

2.4 Cancellations. You can cancel access to GAF Project for any of your Personnel or your subscription to GAF Project entirely at any time, provided that you will continue to have access to GAF Project for the remainder of your applicable billing period. To cancel access to GAF Project for any of your Personnel or your subscription entirely, you must call or email the GAF Project Team or its designated representative. If you cancel access to GAF Project for any of your Personnel or your subscription entirely, your Personnel’s access to GAF Project or your account entirely will automatically be deactivated or close, as applicable, at the end of your current billing period; provided, however, that you must cancel access to GAF Project for any of your Personnel or your subscription entirely at least fifteen (15) days prior to the beginning of your next billing period to avoid being charged User Fees and other fees for that billing period.

2.5 Refunds. While you may cancel your GAF Project subscription, in part or in full, at any time, there are no refunds of User Fees, Onboarding Fees, or any other fees for cancellation. Payments are non-refundable and there are no refunds or credits for partially used billing periods. In the event that GAF suspends or terminates your GAF Project account for breaching this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any Onboarding Fees, User Fees, or any other fees. If GAF terminates GAF Project entirely, GAF will provide you with a prorated refund of any prepaid fees for the period of time that cannot be used due to the termination. At any time, and for any reason, we may provide a refund or discount to some or all of our subscribers, which may or may not include you. The amount and form of such refunds and the decision to provide them are at our sole and absolute discretion and does not obligate us to provide such refunds to you or any other subscriber in the future under any circumstance.

2.6 Changes to Fees and Subscription Plans. We reserve the right to change the Onboarding Fees, User Fees, other fees and

our subscription plans and to adjust pricing for GAF Project, or any components thereof, services related to GAF Project and Other Services in any manner and at any time as we may determine in our sole and absolute discretion. We may provide you notice of such changes via email or through GAF Project and such new fees shall take effect in the next billing cycle that starts on or after thirty (30) days after the announcement of such change in fees.

2.7 Trials. Your subscription to GAF Project may begin with a free trial in GAF's sole discretion. The duration of the free trial period of your subscription will be specified during sign-up and is intended to allow new and first-time subscribers to try GAF Project. Trials require at least one valid Payment Method associated with your account. Free trial eligibility is determined by GAF at its sole discretion, and we may limit eligibility or duration for any reason. For example, we reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. For combinations with other offers, restrictions may apply. A temporary authorization may be placed on the credit card to assess its validity. This authorization will be removed after 24-48 hours, but may vary by bank. We will charge the then-current User Fees for your next billing period to your Payment Method at the end of the free trial period, and your subscription will automatically renew unless you cancel your subscription at least fifteen (15) days prior to the end of the free trial period. To view the applicable subscription price, visit the GAF Project website. Once a charge is made, there is no refund available and the account is treated as a subscription.

2.8 Promotions. From time to time, we may offer discounted promotions and subscriptions. Unless otherwise noted, the promotional price is available for the promotional period identified, after which regular pricing will apply. We reserve the right to withdraw or deactivate any promotion for any reason at any time.

3. Updates. GAF may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to GAF Project ("**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. Once provided to you by GAF, all Updates will be deemed to be included within the meaning of "GAF Project" as defined in this Agreement and are subject to all terms and conditions herein.

4. Restrictions. GAF Project is protected by United States intellectual property law and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on GAF Project without the prior written consent of GAF. You may not assign this Agreement or any of the rights or licenses granted under this Agreement or, except as permitted by this Agreement with respect to your Personnel, sublicense, resell, rent, lease, or lend GAF Project to any person or entity. Any attempted sublicense, transfer, or assignment in breach of this Agreement is void. You acknowledge that GAF Project contains proprietary trade secrets of GAF. You shall not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of GAF Project by any means whatsoever (including, but not limited to, bypassing or breaching any security device or protection used for or contained in GAF Project), except to the extent the foregoing restriction is prohibited by applicable law. You may not use GAF Project for the purposes of benchmarking or competitive analysis or for developing, using, or providing a competing software product or service. You will use GAF Project only in a manner that complies with all applicable laws in the jurisdictions in which you use GAF Project. We may terminate or restrict your use of GAF Project if you breach this Agreement or are engaged in illegal or fraudulent use of GAF Project.

5. Ownership. Access to GAF Project is licensed, and not sold, to you under this Agreement. You have no ownership rights in GAF Project or in any related intellectual property rights. Except for the rights expressly set forth in Section 1.1 above, GAF retains all right, title, and interest in and to GAF Project (including any Updates thereto). You shall take all reasonable steps to protect GAF Project from unauthorized copying or use.

6. Data.

6.1 Program Data. GAF has, and shall have, all right, title, and interest in and to all Program Data (as defined below), and except for the limited license granted herein, nothing contained in this Agreement shall be construed to convey to you any right, title, or interest in or to the Program Data. Subject to the terms and conditions in this Agreement, GAF grants you a limited, revocable, non-exclusive, non-transferable license, without the right to sublicense, during the term of this

Agreement, to access and use the Program Data, solely for the purpose of, and only to the extent necessary for, your internal business use in connection with GAF Project. You shall not “sell” Program Data to third parties (as such term is defined in the California Consumer Privacy Act (“CCPA”) or otherwise), and the limited rights granted to you under this Section with respect to the Program 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 Program Data that are not expressly granted to you under this Section 6.1 are reserved by GAF. Without limiting the foregoing, GAF may collect, retain, use, disclose, and otherwise process Personal Information (as defined below) received directly from, or on behalf of, you or your Personnel through GAF Project regarding property owners or their representatives (“**Program Personal Data**”) in any lawful manner that is consistent with GAF’s then-current Privacy Policy, except as set forth in the following sentence. To the extent Program Personal Data is about a resident of California, GAF will use, retain, and disclose such information solely (a) to provide GAF Project to you; and (b) to engage in the limited other use, disclosure, and retention of Program Personal Data that a “service provider” (as defined in the CCPA) is permitted to engage in under the CCPA and related regulations. Upon your written request, GAF shall assist you, including, if applicable, through technical measures made available to you, in complying with your obligations under applicable Data Protection Laws to respond to verifiable consumer requests to delete Program Personal Data in GAF’s possession. “**Program 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, a property owner or its representatives, you, or your Personnel to GAF, GAF’s affiliates, or GAF’s or GAF’s affiliates’ subcontractors (including, without limitation, data input by users through GAF Project); (ii) transmitted, received, used, processed, collected, generated, uploaded, stored, or hosted by GAF, GAF’s affiliates, or GAF’s or GAF’s affiliates’ subcontractors in connection with the provision of GAF Project, whether such data, content, information or other materials are received directly from, or on behalf of, you or your Personnel; and/or (iii) any output of GAF Project that is generated as a result of or in connection with your or your Personnel’s use of GAF Project, and any data, content, information, and other materials derived from data, content, information, or materials described in (i), (ii) and (iii).

6.2 Data Privacy. You represent and warrant to GAF that you have all necessary rights, licenses, and approvals to transmit, upload, submit, enter, provide, input, and store all Program Data that you transmit, upload, submit, enter, provide, input, or store in GAF Project. Without limiting the foregoing, you shall (a) provide and obtain all legally required notices and consents before making any Personal Information available to GAF Project, including, without limitation, any notices or consents legally required for GAF to analyze such Personal Information and transmit such Personal Information to third parties in connection with GAF Project (in each case in compliance with Section 6.1), maintain evidence of those notices and consents, and provide such evidence to GAF promptly in response to any demand made during the four years after the date you provided the information to the GAF Project; and (b) not use GAF Project in conjunction with Personal Information to the extent that doing so would breach applicable Data Protection Laws. You shall comply, and shall cause all your Personnel to comply, at all times with all laws relevant or applicable to your use of GAF Project, including, without limitation, all Data Protection Laws applicable to the collection and use of Personal Information. “**Personal Information**” means information (i) that identifies, or can be used to contact, an individual or device; (ii) with respect to which there is a reasonable basis to believe the information can be used to identify or contact an individual or device; (iii) that relates to the individual or device that is identifiable as described in (i) or (ii) above; or (iv) 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: (A) data protection; (B) privacy; (C) interception, recording, and monitoring of communications; (D) initiating communications by email, telephone, text message or other means; (E) restrictions on, or requirements in respect of, the processing of Personal Information of any kind; and (F) 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 Program Data, and Data Protection Laws include the CCPA, 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.

7. Security Measures. GAF Project may contain technological measures (the “**Security Measures**”) designed to prevent

unauthorized or illegal use of GAF Project. 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 this Agreement and enforce GAF's rights hereunder, including, without limitation, GAF's intellectual property rights in and to GAF Project.

8. Other Services. If You decide to enable, access, or use products, applications, services, software, networks, other systems, and/or information, content, or data which GAF Project links to, or which is incorporated into, GAF Project, such as third-party services that facilitate payment or billing (collectively, "**Other Services**"), including integrating such Other Services directly to your instance of GAF Project, be advised that your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between you and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, you are expressly permitting us to disclose your login as well as your data to such Other Services as necessary to facilitate your enablement and use of such Other Services. GAF is not responsible for any disclosure, modification, or deletion of your data resulting from access by such Other Services or its provider. GAF cannot, and does not, guarantee the continued availability of any Other Services, and GAF may cease providing them at any time with or without notice to you without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of an Other Service ceases to make the Other Service available for interoperation with the corresponding GAF Project features in a manner acceptable to GAF.

9. No Use for Children Under 13. You hereby affirm that you are over the age of 13, as GAF Project is not intended for children under 13. You further 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 9 are not true, then you may not use GAF Project.

10. 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 GAF Project, 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 business operations and your Personnel's and your acts and omissions, whether in connection with your businesses, GAF Project, or otherwise; (b) any decisions you make based on your use of GAF Project and the Other Services, including, without, limitation, any data and/or content you have access to or receive in connection therewith; (c) Program Data that you transmit, upload, submit, enter, provide, input, or store in GAF Project; (d) the Other Services and the acts and omissions of any provider of the Other Services; and (e) any property owner and its representatives and the entities they represent. 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 its representatives and the entities they represent, any provider of the Other Services, or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (i) your business operations and your Personnel's and your acts and omissions, whether in connection with your businesses, GAF Project, or otherwise; (ii) any decisions you make based on your use of GAF Project and the Other Services, including, without, limitation, any data and/or content you have access to or receive in connection therewith; (iii) Program Data that you transmit, upload, submit, enter, provide, input, or store in GAF Project; (iv) the Other Services and the acts and omissions of any provider of the Other Services; (v) any property owner and its representatives and the entities they represent; (vi) your and your Personnel's breach of this Agreement or the Terms of Use; (vii) your and your Personnel's breach of any all laws relevant or applicable to your businesses, your access to and use of GAF Project, and your other obligations under the Agreement, including, without limitation, all Data Protection Laws; and (viii) your Personnel's or your mobile devices or home or professional networks

11. DISCLAIMER OF WARRANTY. GAF PROJECT AND THE OTHER SERVICES ARE PROVIDED "AS IS" AND

WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF GAF PROJECT AND THE OTHER SERVICES IS WITH YOU. SHOULD GAF PROJECT OR ANY OF THE OTHER SERVICES PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR THE SERVICING AND/OR REPAIR OF YOUR MOBILE DEVICE, YOUR NETWORK, GAF PROJECT OR THE OTHER SERVICES. THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO GAF PROJECT AND THE OTHER SERVICES, 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 GAF PROJECT OR THE OTHER SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT THE OPERATION OR USE OF GAF PROJECT OR THE OTHER SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ERRORS IN GAF PROJECT OR THE OTHER SERVICES CAN OR WILL BE CORRECTED, THAT GAF PROJECT OR THE OTHER SERVICES WILL BE COMPATIBLE WITH YOUR MOBILE DEVICE OR NETWORK, OR THAT DATA AND CONTENT PRESENTED BY GAF PROJECT OR THE OTHER SERVICES, OR OTHERWISE DERIVED FROM YOUR USE OF GAF PROJECT OR THE OTHER SERVICES, OR CONTAINED OR MADE AVAILABLE WITHIN GAF PROJECT OR THE OTHER SERVICES, 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 GAF PROJECT AND THE OTHER SERVICES, INCLUDING, WITHOUT, LIMITATION, ANY DATA AND/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 GAF PROJECT OR THE OTHER SERVICES OR THE INFORMATION TRANSMITTED BY GAF PROJECT OR THE OTHER SERVICES, WHETHER SUCH INFORMATION 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 MEASURE OR THAT GAF PROJECT OR THE OTHER SERVICES 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 THE OTHER SERVICES. 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 PROVIDE YOU WITH ACCESS TO GAF PROJECT.

12. 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 USE OF GAF PROJECT AND THE OTHER SERVICES, 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 USE OF GAF PROJECT AND THE OTHER SERVICES, 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.

13. 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.

14. 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 and/or your access to and use of GAF Project, or any portion thereof, at any time and for any reason, with or without cause, with or without notice, and without cost or penalty of any kind. GAF reserves the right, at any time, to modify or discontinue GAF Project, or any part or functionality thereof, with or without notice. You agree that GAF will not be liable to you or to any third party for any modification or discontinuance of GAF Project or any part or functionality thereof. This Agreement will automatically terminate upon your breach of any of the terms of this Agreement. Upon termination of this Agreement, all rights granted hereunder to you shall immediately terminate, and you must cease all use of GAF Project. However, all other provisions of the Agreement shall survive such termination.

15. 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 GAF Project in any form in breach 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.

16. U.S. Government End Users. GAF Project is 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 GAF Project is 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.

17. No Agency. You are not an employee, agent, or representative of GAF, or GAF’s affiliates, and your use of GAF Project 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 GAF Project, GAF’s and its affiliates’ products and services, or otherwise.

18. 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 (including, without limitation, if you are obtaining an update, any agreement that may have been included with an earlier version of GAF Project) concerning the subject matter of this Agreement. For the avoidance of doubt, this Agreement does not 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 GAF Project, the Other Services, 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 for GAF Project 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 or posting in GAF Project) satisfy any legal requirement that such communications be in writing.