

GAF LEARNING PORTAL USER AGREEMENT

Last updated: January 4, 2022

This GAF Learning Portal User Agreement (this “**Agreement**”) is a legal agreement governing your access to and use of the GAF Learning Portal offered by GAF Materials LLC, GAF Canada ULC, GAF Energy LLC, and its and their direct and indirect subsidiaries (collectively, “**GAF**,” “**we**,” “**our**,” or “**us**”). The parties to this Agreement are you and GAF. As used in this Agreement, “**GAF Learning Portal**” collectively means (a) GAF’s proprietary and/or licensed learning management systems, whether provided via a website or mobile application, including all computer programs and associated materials, content and documentation, (b) all Materials that are accessible, available or provided in connection with such learning management systems, and (c) all Updates (as defined below) to any of the foregoing; “**Materials**” means training courses, training content, skill-building content, educational products, webinars, pictures, documentation, audio, video, artistic works, writing, content, information, data, resources, and other works of authorship of any kind, whether owned or licensed by GAF; and “**Portal Account**” means the account for you to access and use the GAF Learning Portal.

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

From time to time, GAF may update this Agreement by posting the updated version on the GAF Learning Portal (such as via a link to it in the footer) and updating the “Last updated” date at the top of the page. Unless you reject the update by emailing GAF at gaflearning@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: (a) 12:00 p.m. Eastern time on the 15th 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 GAF Learning Portal that is subject to an updated portion of this Agreement; or (c) your acceptance of the updated Agreement via a click-through process or some other method that GAF specifies. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. If you reject an update to this Agreement, we may suspend, disable, or terminate your access to the GAF Learning Portal, and we may terminate this Agreement.

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern Claims (as defined below) you and GAF have against each other and how they will be resolved (see Sections 4.3 (Prior Communications), 7 (Release and Indemnification), 8 (Disclaimer of Warranty), 9 (Limitation of Liability), and 17 (Governing Law; Venue; Disputes Between the Parties) below).

1. GAF LEARNING PORTAL

1.1. **Eligibility.** You may only create and access the Portal Account and access and use the GAF Learning Portal if you meet the requirements set forth in this Section 1.1, and we have not informed you that you are prohibited from creating an account. You hereby affirm that you have reached the age of majority in your jurisdiction of residence and that you will not grant access to the GAF Learning Portal to any individual

under the age of majority in their jurisdiction of residence, as the GAF Learning Portal is 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 this Agreement and to abide by and comply with them. If the affirmations, representations, and warranties in this Section 1.1 are not true, then you may not access or use the GAF Learning Portal.

1.2. **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 your access and use of the GAF Learning Portal and any loss caused by your failure to do so is your sole liability. It is entirely your responsibility to maintain the confidentiality of all login credentials, including usernames and passwords, for your Portal Account. You are entirely responsible for any and all activities that occur under your Portal Account. You shall notify GAF immediately of any unauthorized access to or use of your Portal Account. GAF is not liable for any loss that you may incur as a result of someone else using your Portal Account, either with or without your knowledge. GAF can terminate your Portal Account, or place it 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 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 as you as an administrator, and access any content, for any lawful purpose.

1.3. **Access Rights.** Subject to the terms and conditions of this Agreement, including, without limitation, in Section 5.1, GAF grants you a non-exclusive, non-transferable right, without right of sublicense, during the term of this Agreement, to access and use the GAF Learning Portal, including, without limitation, the Materials, solely for your internal use in connection with your business. GAF has no responsibility whatsoever to furnish any maintenance and support services with respect to the GAF Learning Portal. GAF reserves the right to charge you fees for your access to and use of the GAF Learning Portal and any benefits or services made available to you in connection with the GAF Learning Portal.

1.4. **Third Party Materials and Third Party Providers.** Certain of the Materials may be provided by third parties (such Materials, the "**Third Party Materials**," and the providers of such Third Party Materials, the "**Third Party Providers**"). Your access to, use of, and receipt of such Third Party Materials may be governed by additional terms and conditions between the Third Party Provider of such Third Party Materials 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 Materials. 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 Materials, 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 your enablement, access, use, or receipt of any such Third Party Materials. 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 Materials complies 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 Materials, 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.

1.5. **Promotions.** From time to time, GAF may make available certain promotions in connection with your use of the GAF Learning Portal ("**Promotions**"). Each Promotion is subject to additional terms, conditions, exclusions, and limitations, such as the number and type of Materials that you must access during a specified period of time ("**Promotion Terms**"). Such Promotion Terms shall form part of this Agreement

for all purposes of such Promotion. GAF has the sole right to interpret and apply the Promotion Terms, and its decisions are final and binding. To the extent that there is any conflict between a Promotion's Promotion Terms and another part of this Agreement, the Promotion Terms will control in any matter relating to the applicable Promotion.

1.6. **Your Materials.** As part of your use of the GAF Learning Portal, you may have the opportunity to upload to the GAF Learning Portal trademarks, service marks, logos, slogans and other information and materials about your businesses ("**Your Materials**"). You shall not upload to the GAF Learning Portal any information or materials protected under copyright, trademark, confidential information or trade secret laws, unless you have the express authorization of the owner or licensor of such, and you shall not upload any information or materials likely to defame or invade the privacy of any individual, including any Personal Information (as defined below) without prior consent. You are solely responsible for Your Materials and ensuring that the claims you make in them are accurate and applicable to you and that Your Materials comply with all applicable laws.

1.7. **No Minimum Commitments.** GAF makes no guarantee that you will receive any specific results in connection with your access to and/or use of the GAF Learning Portal, including, but not limited to, any Materials.

2. **COMPLIANCE WITH LAWS.** You shall comply at all times with all laws relevant or applicable to your access to, receipt of, and use of the GAF Learning Portal, including, but not limited to, any Materials, and your other obligations under this 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 California Consumer Privacy Act and accompanying regulations ("**CCPA**"), the Telephone Consumer Protection Act and associated regulations issued by the Federal Communications Commission ("**TCPA**"), the Federal Trade Commission's Telemarketing Sales Rule, CAN-SPAM, Canada's Anti-Spam Legislation ("**CASL**"), the CRTC Unsolicited Telecommunication Rules, and all federal, provincial, state, and local laws regulating privacy, security, anti-spam, marketing, and electronic or telephonic communications. If we or another person notify you of any non-compliance with your obligations under this Agreement, you will remedy any such non-compliance.

3. **DATA**

3.1. **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, other than Third Party Materials and Your Materials, 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 this Agreement, the GAF Learning Portal, 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 GAF Learning Portal, whether such data, content, information, or other materials are received directly from, or on behalf of, you or any third party.

3.2. **Personal Information.** Without limiting anything in Section 3.1, 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 GAF Learning Portal and otherwise use and disclose the Data for any purpose consistent with the Privacy Policies (subject to Section 5.3), 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 GAF Learning Portal in conjunction with Personal Information to the extent that doing so would violate applicable Data Protection Laws.

3.3. **Disclosure by GAF.** Without limiting any provisions in the Privacy Policies, you hereby expressly permit GAF to transfer or otherwise disclose to third parties (a) Data as necessary to facilitate your enablement and use of the GAF Learning Portal and to otherwise exercise GAF’s rights under this Agreement; and (b) information about the Materials you access and use, including, without limitation, your results from using such Materials. 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.

3.4. **License.** 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 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. You shall not “sell” (as such term is defined in the CCPA) or otherwise transfer or disclose Data to third parties, and the limited rights granted to you under this Section 3.4 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 3.4 are reserved by GAF.

4. COMMUNICATIONS AND WEBSITE

4.1. **Communications to You.** You hereby agree to receive communications from GAF in connection with this Agreement, the GAF Learning Portal and your Portal Account 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.

4.2. **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 GAF Learning Portal) 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, Learning, with a copy to GAF's General Counsel at the same address.

4.3. **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.

5. OWNERSHIP; RESTRICTIONS; UPDATES; INFORMATION; MODIFICATIONS

5.1. **Ownership by GAF.** Subject to Section 5.3 and applicable law, GAF has and shall have all right, title, and interest in and to the (a) GAF Learning Portal, including, but not limited to, the Materials; (b) Data; (c) all output that is generated as a result of or in connection with your use of the GAF Learning Portal; and (d) all data, content, information, and other materials derived from (a), (b), (c); and/or (d) ((a) through (d), collectively, "**GAF Property**"), and except for the limited rights expressly granted in this Agreement, nothing contained in this 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 this Agreement are reserved by GAF.

5.2. **Restrictions.** Any use of any of the GAF Property not specifically authorized under this Agreement is prohibited. The limited rights granted to you to the GAF Property under this 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, sell, assign, lease, rent, mortgage, create derivative works based on, or otherwise exploit 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.

5.3. **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 on your behalf, and you or we are subject to the CCPA "sale" rules with respect to the information, GAF will use, disclose and retain such information only to (a) provide you the GAF Learning Portal; and (b) engage in the limited other uses and disclosures of information that the CCPA does not prohibit "service providers" (as defined in the CCPA) to undertake.

5.4. **Updates.** GAF may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to the GAF Learning Portal, including, but not limited to, the Materials (“**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 GAF Learning Portal (including any Updates) may: (a) cause your device to automatically communicate with our servers to deliver the functionality described in this Agreement 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 Policies. You can withdraw consent at any time under certain conditions by contacting us at compliance@gaf.com. Once provided to you by GAF, all Updates will be deemed to be included within the meaning of the GAF Learning Portal.

5.5. **Third Party Information.** If GAF is required by any third party rights holder to remove from the GAF Learning Portal 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 GAF Learning Portal 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.

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

6. **CONFIDENTIALITY.** During the term of this 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 this Agreement or the GAF Learning Portal, including, but not limited to, the contents of this Agreement, the GAF Property, 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. 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 you or your representatives.

7. **RELEASE AND INDEMNIFICATION.** You hereby release and discharge GAF, each provider of any portion of the GAF Learning Portal, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the “**GAF Parties**”) from, and agree that 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 acts and omissions, whether in connection with your businesses, this Agreement, the GAF Property, or otherwise, including, without limitation, your presentations, advertising, and other marketing materials; (b) all decisions you make based on your access to, use of, and receipt of the GAF Property; (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, including, without limitation, any loss that you may incur as a result of someone else using your passwords or your Portal Account, either with or without your knowledge; (f) Your Materials; (g) your mobile devices and the home and professional networks of you, your customers, and your potential customers; and (h) violations of the TCPA, CASL, or other legal requirements by you or your representatives

((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 any 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 breach of this 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.

8. DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OR PROHIBITED BY APPLICABLE LAW, THE GAF PROPERTY IS PROVIDED “AS IS” AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO YOUR USE, AND THE PERFORMANCE, OF IT IS WITH YOU. SHOULD THE GAF PROPERTY PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ITS SERVICING AND/OR REPAIR. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE GAF PROPERTY, THE THIRD PARTY PROVIDERS, AND THE THIRD PARTY MATERIALS, 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 OR THE THIRD PARTY MATERIALS 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 AND THE THIRD PARTY MATERIALS, 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 THIRD PARTY MATERIALS, 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 OR THE THIRD PARTY MATERIALS, 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 THIS AGREEMENT AND TO PROVIDE YOU WITH ACCESS TO AND USE OF THE GAF PROPERTY AND THIRD PARTY MATERIALS.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE RELEASE, WARRANTY DISCLAIMER, AND OTHER RELEASES AND 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, THE GAF PROPERTY, THE THIRD PARTY MATERIALS, 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 THIS 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 MATERIALS OR THIRD PARTY PROVIDERS. 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.

10. 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.

11. TERM; 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, 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 this Agreement at any time upon fifteen (15) days' prior written notice to GAF. Upon termination of this Agreement, all rights granted hereunder to you shall immediately terminate, you shall immediately pay GAF all fees you owe, 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 this Agreement shall survive such termination.

12. INDEPENDENT CONTRACTOR. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in this 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. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship between you and GAF. During the term of this 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 applicable Contractor 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 understand and agree that nothing in this 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 by you in the conduct of your business or otherwise or any Claim or judgment arising directly or indirectly therefrom against the GAF Parties.

13. ASSIGNMENT. You shall not assign, delegate, or otherwise transfer this 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 this Agreement, or any rights or obligations hereunder, without your prior written consent. The rights and liabilities of the parties under this 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.

14. 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 Learning Portal 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.

15. 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 this Agreement and enforce GAF’s rights under this Agreement, including, without limitation, GAF’s intellectual property rights in and to the GAF Property.

16. U.S. GOVERNMENT END USERS. The GAF Learning Portal 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 the GAF Learning Portal 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. GOVERNING LAW; VENUE; DISPUTES BETWEEN THE PARTIES.

17.1. 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. This 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.

17.2. 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.

18. MISCELLANEOUS. This 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 this Agreement. Your use of the GAF Learning Portal is not subject to the General Terms and Conditions governing the GAF Partner Portal. 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. 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. 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.

19. 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.