

END USER AGREEMENT

This End User Agreement (including its exhibits, this “**Agreement**”) is a legal agreement between you and GAF Materials LLC (“**GAF**”) that governs your access to and use of the reports, estimates, and other items you purchase from GAF.

Definitions

As used in this Agreement, the following terms have the following meanings:

“**Estimates**” means GAF ScopeConnectSM insurance scopes of work and all other estimates that become available on GAF Business Services that GAF makes available for integration pursuant to this Agreement. “Estimates” include the specific and tangible embodiment of the estimate, such as the specific .pdf file for the estimate, and all associated files, renderings, drawings, and other items supplied in connection with an estimate, and the data, images, and other content contained in any of the foregoing.

“**Items**” means Reports, Estimates, and other materials, services, tools, and features that are now or become available on GAF Business Services.

“**Reports**” means GAF QuickMeasureTM reports and all other reports that become available on GAF Business Services that GAF makes available for integration pursuant to this Agreement. “Reports” include the specific and tangible embodiment of the report, such as the specific .pdf file containing the report, and all associated files, renderings, drawings, and other items supplied in connection with a report, and the data, images, and other content contained in any of the foregoing.

License

The Items are provided by third parties, not the GAF Parties (as defined below) (the “**Third Party Providers**”). 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 Items. All rights related to the Items that are not expressly granted to you under this Agreement are reserved by the Third Party Providers. Certain parts of an Item are also subject to, and governed by, terms and conditions from the Third Party Provider of such part of the Items as specified in Exhibits 1, 2, and 3 attached to this Agreement, which exhibits are hereby incorporated by this reference into this Agreement (each, “**Third Party Product Terms**”). Your acceptance of this Agreement constitutes your acceptance of, and agreement to be bound by, such Third Party Product Terms. You should read and understand the Third Party Product Terms applicable to the Third Party Products before using them. You will ensure that your use of a Third Party Product complies with all applicable Third Party Product Terms and with all applicable laws, including, but not limited to, applicable privacy, telemarketing, and anti-spam laws. To the extent that there is any conflict between Third Party Product Terms and another portion of this Agreement, the Third Party Product Terms will control only in any matter relating to the applicable part of the Item to which such terms apply.

Subject to and conditioned on your compliance with the terms and conditions of this Agreement, GAF grants you a limited, non-exclusive, non-transferable right, without right of sublicense, to use the Items you order solely for your internal use in connection with your business, if the Item is ordered on behalf of your business, or for your personal use regarding your own residence or a residence you are contemplating purchasing, renting, or inhabiting personally, if the Item was not ordered on behalf of a business. You may grant access to the Items to your employees, contractors, agents, and other representatives (“**your Personnel**”) solely for their support of your use of the Items that is permitted by this Section. You shall cause your Personnel to comply with this Section and all other parts of this

Agreement. You shall be solely responsible for the actions and omissions of your Personnel in connection with their access to, use, and receipt of the Items. Your limited license in the Items will terminate without notice if you fail to comply with this Agreement.

Restrictions

Use. Any use of an Item not specifically authorized under this Agreement is prohibited. You shall use the Items only in the form provided. You shall not (a) modify, alter, translate into any language, or otherwise change the Items in any way, including, without limitation, by removing any copyright notices from them; or (b) combine or create derivative works based on or derived from the Items in any way. Except as expressly permitted by this Agreement with respect to your Personnel, the limited rights granted to you to the Items 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 shall take all reasonable steps to protect the Items from unauthorized copying or use. Each Item is specific to the property and the end user for whom it was ordered, and it may not be used for a different end user or re-used for the same property by a different end user.

Proprietary Rights. You acknowledge that the Items contain proprietary trade secrets and other United States, Canada, and international intellectual property rights, of the applicable Third Party Provider. You shall not (a) use the Items or use any data derived therefrom outside the scope expressly permitted in this Agreement, in violation of law or in connection with machine learning or artificial intelligence activities, including, without limitation, to (i) develop, train, test, fine-tune, validate, or operate any machine learning or artificial intelligence models (including, without limitation, model architectures or parameters); (ii) generate, collect, or use outputs from machine learning or artificial intelligence models; or (iii) develop, use, or operate any software or systems that prepare data for, support, or enable the training of, or generation of predictions or outputs from, any machine learning or artificial intelligence model; (b) cache, index, store, retain, or otherwise use the Items or any portion thereof for the purpose of creating or contributing to any database, dataset, or repository for resale, distribution, sublicensing, delayed or repeated use, or any other internal or commercial purpose not expressly permitted under this Agreement; (c) 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 Items by any means whatsoever; (d) manipulate or aggregate any requests or portion of the Items in a way that prevents GAF or the applicable Third Party Provider from accurately tracking usage; or (e) use the Items for the purposes of benchmarking or competitive analysis or for developing, using, or providing a competing software product or service. Nothing in this Section, however, shall preclude you from using the Items or any data derived therefrom with artificial intelligence or machine learning models or systems where the Items and any data derived therefrom are used solely for generating outputs for your internal business purposes as expressly permitted by this Agreement. Inclusion of any personal information in the Items is incidental, and you shall not use or disclose such information for any purpose.

RESALE PROHIBITED. COMMERCIAL RESALE OF THE ITEMS IS STRICTLY PROHIBITED.

Your Information

You acknowledge that information you submit to order an Item will be received by GAF. By ordering an Item, you expressly agree to GAF's handling of such data as described in GAF's privacy policy (currently found at <https://www.gaf.com/en-us/about-us/privacy-and-legal/privacy-policy> (the "**Privacy Policy**"). You represent that you have provided any legally required notices (including copies of the Privacy Policy, if applicable) and obtained any legally required consents and otherwise have all necessary authority before submitting such information, including, without limitation, any notices or consents legally required

for GAF to use and disclose the information consistent with the Privacy Policy. If you are providing the information of another individual to obtain an Item, you represent that they have asked you to do so. You will maintain evidence of those notices, consents, and requests, and you will provide such evidence to GAF promptly in response to any demand made during the four (4) years after the date such information was provided to GAF.

Payment

You will pay GAF's then-current fees for the Items as such fees are specified on the GAF QuickMeasure webpages on gaf.com (the "Site"). When you place an order, GAF will deduct funds from the balance in your account on the Site (the "Account"). If you do not have sufficient funds in your Account to pay for your order, your order will not be processed. By placing an order, you authorize us to deduct the amount of your order from your Account balance.

Delivery

NO REPRESENTATION OR WARRANTY. GAF MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY TIMEFRAME OF ANY ITEMS, AND THE TIMEFRAMES SET FORTH IN THE FOLLOWING PARAGRAPHS OF THIS DELIVERY SECTION SHALL NOT BE CONSTRUED AS A WARRANTY OR GUARANTEE OF DELIVERY TIME.

GAF QuickMeasure Reports Only. Except where GAF has specified a longer timeframe prior to your submission of an order for a GAF QuickMeasure Report, GAF QuickMeasure reports are generally sent out for (a) single-family residential homes, within one (1) hour of you submitting an order; and (b) multi-family residential homes and commercial buildings, within twenty-four (24) hours of you submitting an order.

The terms of this Section only apply to GAF QuickMeasure Reports.

GAF ScopeConnect Estimates Only. Except where GAF has specified a longer timeframe prior to your submission of an order for a GAF ScopeConnect estimate, GAF ScopeConnect estimates ordered Monday through Friday from 7 AM to 9 PM EST, excluding on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, are generally sent out within twenty-four (24) hours of you submitting an order. **The terms of this Section only apply to GAF ScopeConnect Estimates.**

Remedy. If a GAF QuickMeasure Report or GAF ScopeConnect Estimate is not sent to you within the time frames specified in the applicable paragraph above, as applicable and you have not cancelled your order for a GAF QuickMeasure Report prior to delivery or cancelled your order for a GAF ScopeConnect Estimate within one (1) hour of placing your order for it, your sole and exclusive remedy, and GAF's sole and exclusive liability (and the liability of any GAF Party), with respect to any late or non-delivery of a GAF QuickMeasure Report or GAF ScopeConnect Estimate, is in GAF's sole discretion either a credit to your Account or a refund to the payment method you used to order the GAF QuickMeasure Report or GAF ScopeConnect estimate in an amount equal to the amount you paid for the GAF QuickMeasure Report, or GAF ScopeConnect Estimate. No other remedy, including, but not limited to, any claim for damages, refund, or other compensation of any kind, shall be available to you with respect to any late or non-delivery of any GAF QuickMeasure Report or GAF ScopeConnect Estimate or for any late or non-delivery of any other Items. To receive the foregoing remedy, you must notify GAF within twenty-four (24) hours of not receiving the GAF QuickMeasure Report or GAF ScopeConnect Estimate within the time frames specified in the applicable paragraph above, and your failure to so notify GAF within such period shall constitute a waiver of any remedy you may have had. The foregoing remedy shall not apply to the extent the failure to deliver the GAF QuickMeasure Report or GAF ScopeConnect Estimate within the time frames specified in the applicable paragraph above was due to causes outside GAF's control, including, but not limited to, force majeure events, system upgrades and scheduled or emergency maintenance.

Accuracy

NO REPRESENTATION OR WARRANTY. GAF MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY OF ANY ITEMS, INCLUDING, BUT NOT LIMITED TO, ANY GAF QUICKMEASURE REPORT OR GAF SCOPECONNECT ESTIMATE, AND THE THRESHOLDS SET FORTH IN THE FOLLOWING PARAGRAPHS OF THIS ACCURACY SECTION SHALL NOT BE CONSTRUED AS A WARRANTY OR GUARANTEE OF ACCURACY OR AS AN ADMISSION THAT ANY PARTICULAR LEVEL OF ACCURACY IS ACHIEVABLE OR EXPECTED.

GAF QuickMeasure Reports Only. If the information included in a GAF QuickMeasure Report is less than 95% accurate as of the date the GAF QuickMeasure Report was created, based on evidence that GAF may require in its sole discretion, your sole and exclusive remedy, and GAF's sole and exclusive liability (and the liability of any GAF Party), with respect to any inaccuracy in any GAF QuickMeasure Report is in GAF's sole discretion either a credit to your Account or a refund to the payment method you used to order the GAF QuickMeasure Report in an amount equal to the amount you paid for the GAF QuickMeasure Report. No other remedy, including, but not limited to, any claim for damages, refund, or other compensation of any kind, shall be available to you with respect to any alleged inaccuracy in any GAF QuickMeasure Report or any other Items. To receive the foregoing remedy, you must notify your account manager at GAF within thirty (30) days of receiving the GAF QuickMeasure Report, and your failure to so notify GAF within such period shall constitute a waiver of any remedy you may have had. The determination of whether a GAF QuickMeasure Report is less than 95% accurate shall be made by the Third Party Provider of the report or GAF, in each case in their sole discretion. Any such determination shall be binding and final. **The terms of this Section only apply to GAF QuickMeasure Reports.**

No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THEIR USE, AND THE PERFORMANCE OF THEM, IS WITH YOU. GAF, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, AND LICENSORS (THE "**GAF PARTIES**") DO NOT ENDORSE ANY THIRD PARTY PROVIDER OR ANY ASPECT OF THE ITEMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAF PARTIES HEREBY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, GUARANTEES, AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THIS AGREEMENT AND THE ITEMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, AVAILABILITY, RELIABILITY, COMPLETENESS, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND OTHER QUALITIES OF ANY INFORMATION INCLUDED IN AN ITEM, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY GAF PARTY OR ANY OF THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE GAF PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY ITEMS OR ANY ASPECT OF YOUR RELATIONSHIP WITH A THIRD PARTY PROVIDER, INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO YOUR ACCESS, USE, OR RECEIPT OF ANY ITEM. IN THE EVENT OF ANY DISPUTE BETWEEN ANY THIRD PARTY PROVIDER AND YOU OF ANY KIND, YOU MUST ADDRESS THE DISPUTE WITH THE THIRD PARTY PROVIDER DIRECTLY. THE GAF PARTIES CANNOT, AND DO NOT, GUARANTEE THE CONTINUED AVAILABILITY OF ITEMS, AND GAF MAY CEASE MAKING THEM AVAILABLE AT ANY TIME WITH OR WITHOUT NOTICE TO YOU WITHOUT ENTITLING YOU TO ANY REFUND, CREDIT, EXCHANGE, OR OTHER COMPENSATION.

THE GAF PARTIES DO NOT WARRANT THAT THE ITEMS WILL MEET YOUR OR ANY PARTY'S REQUIREMENTS IN ANY RESPECT, THAT USE OF THEM WILL BE ERROR FREE, THAT ERRORS IN THEM CAN OR WILL BE

CORRECTED, OR THAT DATA AND CONTENT PRESENTED BY THEM, OR OTHERWISE DERIVED FROM THEIR USE, OR CONTAINED OR MADE AVAILABLE WITHIN THEM, WILL BE ACCURATE, COMPLETE, OR RELIABLE. THE INFORMATION CONTAINED IN THE ITEMS MAY BE REFLECTIVE OF INFORMATION KNOWN AT THE TIME THEY ARE GENERATED OR EARLIER, AND SUCH INFORMATION IS SUBJECT TO CHANGE, INCLUDING, WITHOUT LIMITATION, BEFORE THEY WERE GENERATED. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY VERIFY INFORMATION CONTAINED IN THE ITEMS BEFORE RELYING ON IT. YOU 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 ITEMS, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR CONTENT YOU HAVE ACCESS TO OR RECEIVE IN CONNECTION WITH THEM.

Release; Indemnification

You, on your own behalf and on behalf of your Personnel, hereby release and discharge the GAF Parties from, and agree that your Personnel and you shall waive and not assert any claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your business operations and your Personnel's and your acts and omissions, whether in connection with your businesses, this Agreement, the Items, or otherwise; (b) your Personnel or your breach of any provision of this Agreement; and (c) all decisions your Personnel and you make based on your access to, use of, and receipt of the Items ((a), (b), and (c), collectively, the "**Release**"). You shall immediately notify GAF of and indemnify and hold harmless the GAF Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges of any kind (including, but not limited to, reasonable fees and expenses of attorneys) suffered or incurred by any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any claim brought by your Personnel or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any matter covered by the Release. GAF shall have the right, exercisable in its sole discretion and at any time, to assume exclusive control of the defense and settlement of any claim for which you are obligated to indemnify and hold harmless any GAF Party under this Agreement, at your cost and expense. You shall not settle any such claim without GAF's prior written consent in each instance, and any settlement made without such consent shall not reduce or affect your indemnification or hold harmless obligations hereunder. You shall cooperate fully with GAF and its representatives in connection with GAF's defense or settlement of any such claim, including, without limitation, by providing GAF with prompt access to all relevant documents, records, and personnel. GAF's election to assume control of the defense of any claim shall not relieve you of your indemnification or hold harmless obligations under this Section.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE 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 ITEMS, OR THE THIRD PARTY PROVIDERS, EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) ANY GAF PARTY HAVE ANY LIABILITY OF ANY KIND IN CONNECTION WITH THE ITEMS OR THIRD PARTY PROVIDERS; AND (C) 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 ITEMS 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.

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 releases, 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.

General

Except where prohibited by applicable law (which for consumers may include the province of Quebec), the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of New York without giving effect to its conflict of laws provisions (except Section 5-1401 of the New York General Obligations Law). Each party consents to the exclusive jurisdiction of any state or federal court located in the borough of Manhattan, City of New York, for any actions, suits, or proceedings arising out of or relating to this Agreement, and each party waives any objection thereto on the basis of personal jurisdiction or venue. Regardless of the claim involved, each party hereby waives its rights to trial by jury. 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.

Language.

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating to it, 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.

Exhibit 1
Third Party Product Terms Regarding Reports from OneClick Data

Last updated: March 16, 2023

With respect to Reports from OneClick Data Inc. or OneClick Data LLC (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

End User Terms and Conditions

Notice and Disclaimer

The Copyrighted Materials are provided to you provided on an “as is” and “as available” basis, and you agree to use them at your own risk.

OneClick Data makes no warranties of any kind to the fullest extent permitted by law, and company expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

The Copyrighted Materials does not include every code, rule, or guideline that might apply to a Roofing System. The Report is not intended to replace and does not replace a professional’s independent need to be aware of the entirety of the building Codes and other rules applicable to the work. The professional performing work should act in accordance with the applicable standard of care, adhere to today’s methods, standards, and use their own good judgment.

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Exhibit 2

Third Party Product Terms Regarding Reports from Spectrum Communications & Consulting

Last updated: March 16, 2023

With respect to Reports from Spectrum Communications & Consulting LLC and its affiliates (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

END USER AGREEMENT

This End User Agreement, including our terms of service and privacy policies which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between Spectrum Communications & Consulting LLC (“**Spectrum**”) and your business (“**you**”).

SPECTRUM PROVIDES THE DATA INPUT INFORMATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING OR CHECKING THE “ACCEPT” BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF YOU IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR BUSINESS AND BIND YOU TO ITS TERMS. IF YOU DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SPECTRUM WILL NOT AND DOES NOT AGREE TO PROVIDE YOU WITH THE INFORMATION AND YOU MUST NOT DOWNLOAD REPORTS OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY INFORMATION THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF SPECTRUM’S DATA.

1. Subject to and conditioned upon your strict compliance with all terms and conditions set forth in this Agreement, Spectrum hereby grants to you the limited right during the term to use, solely by and through its authorized users, the information and data provided by Spectrum, solely in accordance with the terms of service and agreement to acquire the report and subject to all conditions and limitations set forth in in this Agreement. This grant to you is solely for use by you and your business’s authorized users for internal purposes, and shall be used in accordance with this Agreement any other applicable agreement with respect to the reports generated for your internal business purposes. You shall not, and shall not allow any person to, use the information in manner that violates the terms of use of the report or this Agreement.

2. The Spectrum content, data, or other materials, including related documentation, that are part of the report and that are provided to you pursuant to this Agreement and your agreement to purchase the report; you understand and acknowledge that there is third-party information provided in such report and Spectrum disclaims any knowledge and/or representation with respect to such information and provides no warranties with respect to same.

3. 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 3 are not true, then you may not register for or use the information provided by Spectrum in the report.

4. You are responsible and liable for all uses of the information through access thereto provided by Spectrum, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect

to the software and documentation by your authorized users or by any other person to whom you or an authorized user may provide access to or use of the Spectrum information, whether such access or use is permitted by or in violation of this Agreement.

5. You acknowledge and agree that the information provided by Spectrum to you does not provide you with any ownership interest in the information or data under this Agreement, or any other rights thereto, other than to use the same in accordance with the report terms and conditions, and subject to all terms, conditions, and restrictions under this Agreement. Spectrum reserves and shall retain its entire right, title, and interest in and to information and data supplied to the report. You shall safeguard all information (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Further, you shall not: use the information except as authorized in the report terms of use, copy the information; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, combine the data/information or any part thereof with, or incorporate the data or any part thereof in, any other programs without Spectrum's consent; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the information; use the information in violation of any law, regulation, or use the information/data for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to Spectrum's commercial disadvantage.

6. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL SPECTRUM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, MANAGERS, MEMBERS, OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE INFORMATION OR DATA; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE SPECTRUM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL SPECTRUM'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, OFFICERS AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SPECTRUM PURSUANT TO THIS AGREEMENT FOR THE INFORMATION AND, THAT IS OR ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 6 SHALL APPLY EVEN IF THE YOU'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

7. You, on your own behalf and on behalf of your Personnel, hereby release and discharge SPECTRUM, its affiliates, each licensor of any portion of the report, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns other (collectively, the "SPECTRUM Parties"), and agree that your personnel and you shall waive and not assert

any action or claim against any of the SPECTRUM Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your use of report; (b) the acts or omissions of the report provider; (c) our access to the Spectrum information and use of any Spectrum information or data; and (d) your personnel's or your acts or omissions, whether in connection with the report, or otherwise. You shall immediately notify SPECTRUM of and indemnify and hold harmless the SPECTRUM 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 SPECTRUM 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 SPECTRUM Parties arising directly or indirectly out of, related to, or in connection with (a) your use of report or Spectrum information/data; (b) the acts or omissions of the report provider; (c) our access to the Spectrum information or data and use of any Spectrum data; (d) your personnel's or your acts or omissions, whether in connection with report, or otherwise; (e) provider data; and (f) your or your personnel's breach of this Agreement or the terms of use.

8. THE SPECTRUM PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REPORT OR PURCHASED PRODUCT. THE SPECTRUM PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO PURCHASED PRODUCT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THE SPECTRUM PARTIES DO NOT WARRANT THAT PURCHASED PRODCUT, OR ANY OTHER SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT ERRORS IN REPORT DATA CAN OR WILL BE CORRECTED, OR THAT THE INFORMATION OTHERWISE DERIVED FROM YOUR USE OF THE REPORT, 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 THE REPORT. INFORMATION TRANSMITTED OVER, AND STORED IN SYSTEMS CONNECTED TO, THE INTERNET IS INHERENTLY INSECURE, AND THE SPECTRUM PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE INFORMATION YOU PROVIDE TO US IN CONNECTION WITH THIS AGREEMENT. THE SPECTRUM PARTIES DO NOT MAKE ANY WARRANTY THAT OUR SYSTEMS WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO SPECTRUM PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO SPECTRUM 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 SPECTRUM PARTY WILL HAVE ANY LIABILITY TO YOU IN RELATION TO THE REPORT. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO SPECTRUM TO GRANT THE RIGHTS CONTAINED IN THIS AGREEMENT AND TO FACILITATE YOUR REGISTRATION THE REPORT.

9. 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 SPECTRUM 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 SPECTRUM Party's liability shall be the minimum permitted under such applicable law.

10. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

Exhibit 3

Third Party Product Terms Regarding Reports from LMJ Supplements, LLC dba Claim Connection

With respect to Reports from LMJ Supplements, LLC, an Ohio limited liability company, dba Claim Connection (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

Last updated: October 16, 2023

END USER TERMS AND CONDITIONS

These End User Terms and Conditions ("Terms") set forth the terms and conditions governing your use of the reports and information (the "Service") provided by LMJ Supplements, LLC, an Ohio limited liability company, dba Claim Connection ("LMJ"). By accessing or using the Service, you agree to be bound by these Terms.

- 1. Release from Liability and Claims for Damages.** By using the Service, you acknowledge and agree that LMJ and its affiliates, agents, employees, officers, directors, and contractors shall not be liable for any direct or indirect damages, losses, or injuries resulting from the use of the Service, including but not limited to any errors, inaccuracies, or omissions in the Service. You further hereby waive and release any and all claims for damages, including but not limited to consequential, incidental, indirect, special, or punitive damages, arising out of or in connection with the use of the Service or these Terms.
- 2. Assumption of Risk.** You acknowledge that the use of any software, application, or technology may involve certain risks, including but not limited to security risks, data loss risks, and hardware/software compatibility risks. You further acknowledge that the Service is provided based upon criteria selected by contractors to LMJ or information provided by contractors to LMJ and that LMJ is providing the Services based upon such criteria and information. You voluntarily assume all such risks associated with the use of the Service.
- 3. No Warranty.** The Service is provided on an "as is" and "as available" basis without any warranties or representations of any kind, whether express, implied, or statutory. LMJ disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade.
- 4. Indemnification.** You agree to indemnify, defend, and hold LMJ harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Service, any violation of these Terms, or any unauthorized access to or use of the Service.
- 5. Modifications to the Terms.** LMJ reserves the right to modify these Terms at any time without prior notice. Your continued use of the Service after any such changes will constitute your acceptance of the modified Terms.
- 6. Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action or proceeding arising out of or relating to these Terms or the use of the Service shall be exclusively brought in the state or federal courts located in Franklin County, Ohio. By using the Service, you hereby consent to the personal jurisdiction and venue of such courts and waive any objections to the exercise of jurisdiction over you by such courts on grounds of forum non conveniens or any other basis.
- 7. Entire Agreement.** These Terms constitute the entire agreement between you and LMJ regarding the use of the Service, superseding any prior agreements or understandings. By using the Service, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree with any part of these Terms, you should discontinue the use of the Service immediately.