

## GAF QuickMeasure™ and GAF Business Services Supplemental Terms

Last updated: November 21, 2023

These GAF QuickMeasure and GAF Business Services Supplemental Terms (including its schedules, these “**Supplemental Terms**”) apply to your access to, and use of, the GAF QuickMeasure and GAF Business Services webpages on gaf.com (the “**Site**”), and your access to, use of, purchase of, and receipt of the reports and estimates that are accessible on the Site, such as the GAF QuickMeasure™ and GAF QuickSite™ reports, and the Xactimate and Symbility estimates generated by GAF ScopeConnect<sup>SM</sup> (such reports and estimates, including, without limitation, the information contained in such reports and estimates, collectively, the “**Reports**”) and the services that are available on the Site, such as GAF QuickCart<sup>SM</sup> and GAF ScopeConnect (collectively, the “**Services**”). These Supplemental Terms form part of the General Terms and Conditions (the “**General Terms**”). These Supplemental Terms and the General Terms may be found in the [GAF Legal Documents](#) section of the [Document Library](#) in the GAF Partner Portal. As used in these Supplemental Terms, “**Account**” means the account for you to access and use the Site, including, without limitation, all User accounts that have access to such Account.

It is important that you carefully read and understand the terms and conditions of these Supplemental Terms. By clicking the “AGREE” button, or using any other acceptance mechanism to agree to these Supplemental Terms, or by accessing or using the Site, including, without limitation, accessing, using, purchasing, or receiving the Reports or Services, effective immediately you are bound by and agree to comply with these Supplemental Terms and you affirm your prior agreement to the General Terms. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE SUPPLEMENTAL TERMS OR AGREE TO AFFIRM YOUR PRIOR AGREEMENT TO THE GENERAL TERMS, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER ACCEPTANCE MECHANISM, OR TO ACCESS OR USE THE SITE, INCLUDING, WITHOUT LIMITATION, ACCESSING, USING, PURCHASING, OR RECEIVING THE REPORTS OR SERVICES.

Capitalized terms used in these Supplemental Terms and not otherwise defined shall have the same meanings as set forth in the General Terms.

**1. SITE.** The Site constitutes a GAF Covered Service for all purposes of the General Terms. Some special pricing, promotional offers, payment methods (including paying with GAF Rewards Points), and other benefits may apply only to purchases you make through your Account, and we have no obligation to retroactively extend such benefits to a purchase you make outside of your Account.

**2. ACCOUNT.** You will access your Account using the same credentials you use to login to the GAF Partner Portal itself. You may grant Users access to your Account by following the process described below, and all such Users will have authority to purchase Reports and Services using credits or funds in your Account, such as with the payment card or other payment method you have on file with GAF (e.g., in the Portal Account) and GAF Rewards Points and sign you up for automatic replenishment of your Account through any such payment method (e.g., the automatic purchase of a specified amount of credit when the account balance is lowered to a specified threshold), regardless of any permissions you may have granted to them with respect to other GAF Covered Services (for example, regardless of whether your Superuser previously granted them access to your GAF Rewards account). To grant an individual access to your Account and thereby make them a User, you must send an email to GAF at [quickmeasuresupport@gaf.com](mailto:quickmeasuresupport@gaf.com). We may require that this email and the revocation email described later in this Section come from a Superuser. In any case, you represent and warrant that the individual who sends such emails, even if they are not a Superuser, is authorized by you to grant and revoke Users’ access to your Account, and you acknowledge and agree that GAF may rely on any such instructions provided to GAF. Once granted access, a User may continue to have access to your Account until (a) a Superuser removes that individual as a User under your Portal Account; or (b) you email GAF at [quickmeasuresupport@gaf.com](mailto:quickmeasuresupport@gaf.com) directing GAF to revoke such User’s access and GAF implements that

request.

### **3. REPORTS.**

3.1 **License.** Subject to the terms and conditions of these Supplemental Terms, including, without limitation, Sections 3.2 and 5, and the General Terms, GAF grants you a limited, non-exclusive, non-transferable right, without right of sublicense, to use the Reports ordered by your Users and you solely for your internal use in connection with your business, if the Report 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 Report was not ordered on behalf of a business. You shall not resell Reports, remove any copyright notices from them, or otherwise modify them in any way. Inclusion of any Personal Information in the Reports is incidental, and you shall not use or disclose such information for any purpose. You shall not use Reports for any unlawful purpose or in any manner that is prohibited by these Supplemental Terms. Subject to the prohibition in Section 2.2 of the General Terms on sharing credentials, you may grant access to the Reports you order to your Personnel solely for their support of your use of the Reports that is permitted by this Section. You shall cause your Personnel to comply with this Section and all other parts of these Supplemental Terms. You shall be solely responsible for the actions and omissions of your Personnel in connection with their use of the Reports. Your limited license in the Reports will terminate without notice if you fail to comply with these Supplemental Terms.

3.2 **Additional Terms Related to GAF QuickMeasure Reports Only.** In the event the roof measurements on a GAF QuickMeasure Report are less than 95% accurate as to the actual roof measurements as of the date the GAF QuickMeasure Report was created as demonstrated by photographs and such other evidence as GAF may require, your sole and exclusive remedy, and GAF's sole and exclusive liability, is a replacement GAF QuickMeasure Report for the same location at no additional charge. To receive the foregoing remedy, you must notify your account manager at GAF within thirty (30) days of receiving the GAF QuickMeasure Report. **The terms of this Section 3.2 only apply to GAF QuickMeasure Reports.**

### **4. SERVICES.**

4.1 **GAF Covered Services.** All Services available on the Site are GAF Covered Services.

4.2 **Additional Terms Related to GAF QuickCart<sup>SM</sup> Service Only.** GAF, through GAF QuickCart, will enable you to submit a materials request to certain approved distributors (each, a "Request"). You acknowledge and agree that GAF is providing GAF QuickCart as a convenience to you, and GAF makes no guarantee that you will receive any specific results in connection with GAF QuickCart. By using GAF QuickCart and submitting a Request, you authorize GAF to transmit your request, including the Personal Information in your Request, to your selected distributor. It is your responsibility to contact the distributor with any questions regarding such Request and to confirm the details of the transaction between the distributor and you with respect to such Request. You acknowledge and agree that (a) all of your transactions with a distributor, whether related to a Request or otherwise, are between the distributor and you; (b) the distributor will be the seller of record regarding any such transactions; (c) terms related to any order, payment, delivery, and returns with respect to any such transaction are subject to the distributor's policies; and (d) GAF is not a party to any transactions between any distributor and you. THE QUANTITIES IN YOUR REQUEST ARE APPROXIMATE QUANTITIES BASED ON ESTIMATED MEASUREMENTS AND ARE FOR GUIDANCE PURPOSES ONLY. YOU SHOULD CONFIRM QUANTITIES PRIOR TO ORDERING ANY MATERIALS. In the event of any dispute between any distributor and you of any kind, you must address the dispute with the distributor directly. 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 your transactions with any distributor, whether related to a Request or otherwise. The foregoing release shall be considered “Specified Subjects” for purposes of the Release described in Section 13.1 of the General Terms. **The terms of this Section 4.2 only apply to GAF QuickCart.**

**5. THIRD PARTY PRODUCTS; THIRD PARTY PROVIDER TERMS AND CONDITIONS.** The Reports and Services and the providers of the Reports and Services constitute Third Party Products and Third Party Providers, respectively, under the General Terms. Except for the limited rights expressly granted in these Supplemental Terms, nothing contained in these Supplemental Terms or the General Terms shall be construed to convey to you any right, title, or interest in or to the Reports or Services. You shall take all reasonable steps to protect the Reports and Services from unauthorized copying or use. Your access to, use of, and receipt of certain Reports and Services are governed by additional terms and conditions between the Third Party Provider of such Reports and Services and you that the Third Party Provider requires you to accept. Such additional terms and conditions are specified in the Schedules to these Supplemental Terms (collectively, the “**Third Party Provider Terms**”). All such Third Party Provider Terms are hereby incorporated by this reference into these Supplemental Terms. You should read and understand the Third Party Provider Terms before accepting these Supplemental Terms. Your acceptance of these Supplemental Terms constitutes your acceptance of, and agreement to be bound by, such Third Party Provider Terms.

**6. FEES AND PAYMENT.**

**6.1 Fees.** You will pay our then-current fees for the Reports and Services as such fees are specified on the Site.

**6.2 Account Balance and Auto-Replenishment.** (a) We may allow you to add funds to your Account to pay for your orders. You may add funds to your Account using a valid Payment Method on an as needed basis or we may allow you to select an amount (“**Default Replenishment Amount**”) that will be automatically added to your Account once the balance of funds in your Account reaches or drops below a certain amount (“**Replenishment Threshold Amount**”) (collectively, the “**Auto-Replenishment Feature**”). If you elect to enable the Auto-Replenishment Feature, you authorize us to charge the Default Replenishment Amount to your default Payment Method or other payment method (including credits or points) each time the funds in your Account equals or drops below the Replenishment Threshold Amount. Your use of the Auto-Replenishment Feature may make you eligible for bonus funds or credits (an “**Auto-Replenishment Bonus**”). Auto-Replenishment Bonus amounts are subject to Section 6.5 below, can only be spent on eligible orders, and may not be recoverable or refundable if your Account is closed for any reason.

(b) You may change the Replenishment Threshold Amount and Default Replenishment Amount or disable the Auto-Replenishment Feature by accessing the “Auto-Replenishment” settings in the “My Preferences” page of your Account, but changes may take up to twenty-four (24) hours to take effect. You may also be able to revise some of these settings through other GAF-provided pages or mechanisms. Please be advised that we may impose a minimum and/or maximum amount of the Default Replenishment Amount or Replenishment Threshold Amount. We may also designate required denominations of the Default Replenishment Amount. If you do not agree, you may not use the Auto-Replenishment Feature. We will notify you if the Default Replenishment Amount or Replenishment Threshold Amount you previously designated are no longer accepted. The automatic charges will stop when: (a) your Account terminates; (b) you or GAF disable the Auto-Replenishment Feature; or (c) these Supplemental Terms are terminated as provided in Section 7 hereof.

(c) You authorize GAF and its payment processors to store your Payment Method to facilitate the Auto-Replenishment Feature, and you authorize us and our payment processors (without notice to you,

unless required by law) to automatically collect the then-applicable amount and any and all applicable taxes and charges when the balance of funds in your Account equals or drops below the enabled Replenishment Threshold Amount. If we are unable to charge you to facilitate the Auto-Replenishment Feature with the default Payment Method you previously selected, you authorize us to charge you to add funds to your Account to facilitate the Auto-Replenishment Feature by charging another payment method associated with your Account. If the payment details associated with your Payment Method change, the applicable card provider may provide GAF or our payment processor with updated card details. GAF and our payment processors may use these new details in order to help prevent any interruption to the Auto-Replenishment Feature. If you would prefer to opt out from this card updater service, you may contact GAF at [ccp@gaf.com](mailto:ccp@gaf.com). If you would like to use a different Payment Method or if there is a change in Payment Method, please update your information accordingly.

**6.3 Payment.** We will deduct funds from your Account balance when you place an order. If you do not have sufficient funds in your Account to pay for your order, you must pay for it by providing a valid Payment Method at the time of purchase. By placing an order, you authorize us to deduct the amount of your order from your Account balance or charge the Payment Method, as applicable.

**6.4 Credits.** Except where GAF has specified a longer timeframe prior to your submission of an order for a Report, Reports 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 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. If a Report is not sent to you within the applicable time frame and you have not cancelled your order for such Report, your sole and exclusive remedy, and GAF's sole and exclusive liability, is a credit for a subsequent Report of like kind at no additional charge (e.g., if you ordered a Report for a single-family residential home, the credit would be for a Report of a single-family residential home). To receive the foregoing remedy, you must notify GAF within twenty-four (24) hours of not receiving a Report in the specified time frame. The foregoing remedy shall not apply to the extent the failure to deliver the Report within the applicable time frame was due to causes outside GAF's control, for example, a disruption to your internet connection.

**6.5 Promotions.** From time to time, we may offer you the opportunity to earn bonus credit through special promotions (each, a "**Special Promotion**"). Special Promotions may be subject to additional terms and conditions ("**Special Promotion Terms**"). Such Special Promotion Terms shall form part of these Supplemental Terms for all purposes of such Special Promotion. To the extent that there is any conflict between Special Promotion Terms and another portion of these Supplemental Terms, the Special Promotion Terms will control in any matter relating to the applicable Special Promotion. For example, at GAF's discretion, where GAF offers a credit in connection with funding your Account (e.g., get an additional \$1 of credit when you add \$5 to your Account), your interest in the additional credit will not vest until you have spent the value of credits actually purchased (e.g., in that example, although your Account may show a balance of \$6, you may not withdraw that sixth dollar until you have spent the first five). GAF reserves the right to deduct credits from your Account without notice at any time if it determines that such credits were improperly credited to your Account or have expired under the applicable terms.

**6.6 Refunds.** Fees paid for Reports and Services are non-refundable once the Report has been delivered or the Services has been provided to you. If you cancel an order for a Report prior to it being delivered to you, we will refund the amount of your order to your Account balance. At any time, you may request we refund unused funds in your Account to one of your Payment Methods. Upon either: (a) termination of these Supplemental Terms as provided in Section 7 hereof; or (b) cancellation of this GAF Covered Service, GAF will attempt to refund or otherwise credit you for unused funds and vested

credits for this GAF Covered Service for the reasonable cost or value of such funds or credits (determined in GAF's sole discretion) to one of your Payment Methods. If GAF concludes that we cannot provide a refund or credit for such unused funds or vested credits to your Payment Methods, GAF will attempt to communicate with you using your contact information to identify alternative means to provide the refund or credit.

**7. TERMINATION.** These Supplemental Terms shall remain in full force and effect and continue until they or the General Terms are terminated or cancelled as provided herein or therein. Upon termination of these Supplemental Terms, you can request a refund of any unused funds you added to your Account or we may unilaterally issue it. If after one year following the termination of these Supplemental Terms or cancellation of this GAF Covered Service, GAF has not been able to provide you with a refund or credit (despite GAF's reasonable efforts to do so), the unused funds and credits will expire, have no value, and cease to exist. Sections 1, 3, 4, 5, 6.6 and 7 of these Supplemental Terms survive termination of these Supplemental Terms.

**Schedule 1**  
**Third Party Provider 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 Provider 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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## Schedule 2

### Third Party Provider 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 Provider 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 PRODUCT, 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.

### **Schedule 3**

#### **Third Party Provider Terms Regarding Reports from Betterview Marketplace**

With respect to Reports from Betterview Marketplace, Inc. and its affiliates (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Provider Terms:

Last updated: March 16, 2023

#### **END USER TERMS AND CONDITIONS**

##### **Eligibility**

An end user may only access and use reports (and the content included in such reports) provided by Betterview Marketplace, Inc. ("Betterview") in accordance with these terms and conditions (this "End User Agreement"), and only in compliance with all applicable local, state, national, and international laws, rules and regulations. The reports provided by Betterview, including the data in such reports, are hereinafter referred to as the "Reports."

##### **License; Restrictions**

Betterview grants end user a limited, non-exclusive, non-transferable right, without right of sublicense, to use the Reports solely for end user's internal use in connection with its business, if the Report is ordered on behalf of its business, or for end user's personal use regarding end user's own residence or a residence end user is contemplating purchasing, renting, or inhabiting personally, if the Report was not ordered on behalf of a business. End User may disclose the Reports to third parties solely in connection with the uses permitted as set forth in the preceding sentence.

End user shall not (a) except as permitted by this End User Agreement, make the Reports or any data contained therein available to any third party, (b) sell, resell, rent, transfer, assign, lease, or sublicense the Reports or any data contained therein without Betterview's prior written consent, (c) create derivative works based on the Reports or any data contained therein, (d) copy, frame or mirror any part or content of the Reports, other than copying for its own internal business purposes, (e) access the Reports in order to (1) build a competitive product or service, or (2) copy any features, functions or graphics of the Reports, or (f) utilize the Reports or any data contained therein for any machine learning, automation or artificial intelligence models or processes, except, for the avoidance of doubt, end user may use the Reports as a data input for machine learning or internal risk modeling so long as such use does not enable end user to run such models or processes independently without the use of Betterview's services (including the Reports).

Betterview may, without prior notice, change the Reports, stop providing the Reports or features of the Reports, or create usage limits for the Reports.

##### **Betterview Proprietary Rights**

The Reports and all materials therein, including, without limitation, images, text, graphics, illustrations, logos, patents, trademarks, service marks, , and copyrights (the "Betterview Content"), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of Betterview or, as applicable, its licensors, and Betterview reserves all rights, title and interest therein. No rights are granted to end user hereunder other than as expressly set forth herein. Except as explicitly provided herein, nothing in this End User Agreement shall be deemed to create a license in or under any of Betterview's Intellectual Property Rights, and end user agrees not to sell, license, rent, modify, publicly distribute,

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### **Indemnification**

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#### Schedule 4

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Last updated: October 16, 2023

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- 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.
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- 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.