



Roofers' Advantage® Products, Inc

CONTRACTOR PORTAL USER AGREEMENT

Last Updated: April 4, 2026

This Roofers' Advantage® Portal User Agreement (this "Agreement") is a legal agreement governing your access to and use of the Roofers' Advantage Contractor Portal offered by Roofers' Advantage® Products, Inc., and its and their direct and indirect subsidiaries (collectively, "Roofers' Advantage," "we," "our," or "us"). The parties to this Agreement are you and Roofers' Advantage.

DEFINITIONS

- "Roofers' Advantage Contractor Portal" collectively means (a) Roofers' Advantage'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 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 Roofers' Advantage.
- "Portal Account" means the account for you to access and use the Roofers' Advantage Contractor Portal.

AGREEMENT AND PRIVACY

Your access to, use of, and receipt of the Roofers' Advantage Contractor Portal are subject to the Roofers' Advantage Privacy Policy 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 Roofers' Advantage Contractor Portal, effective immediately you are bound by and agree to comply with this Agreement and you consent to Roofers' Advantage'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 ROOFERS' ADVANTAGE'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 ROOFERS' ADVANTAGE CONTRACTOR PORTAL.

UPDATES TO THIS AGREEMENT

From time to time, Roofers' Advantage may update this Agreement by posting the updated version on the Roofers' Advantage Contractor 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 Roofers' Advantage at Portal@RoofersAdvantage.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 Roofers' Advantage 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 Roofers' Advantage 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 Roofers' Advantage 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 Roofers' Advantage Contractor Portal, and we may terminate this Agreement.

NOTICE REGARDING DISPUTE RESOLUTION

This Agreement contains provisions that govern Claims (as defined below) you and Roofers' Advantage 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. ROOFERS' ADVANTAGE LEARNING PORTAL

1.1. Eligibility. You may only create and access the Contractor Portal Account and access and use the Roofers' Advantage® 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 Roofers' Advantage Contractor Portal to any individual under the age of majority in their jurisdiction of residence, as the Roofers' Advantage Contractor 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 Roofers' Advantage Contractor Portal.

1.2. Contractor Portal Account. It is your sole responsibility to maintain the currency, completeness, and accuracy of the information you provide to us relating to your Contractor Portal Account and your access and use of the Roofers' Advantage Contractor 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 Contractor Portal Account. You are entirely responsible for any and all activities that occur under your Contractor Portal Account. You shall notify Roofers' Advantage immediately of any unauthorized access to or use of your Contractor Portal Account. Roofers' Advantage is not liable for any loss that you may incur as a result of someone else using your Contractor Portal Account, either with or without your knowledge. Roofers' Advantage can terminate your Portal Account, or place it on hold, or suspend service, for maintenance or if Roofers' Advantage feels doing so is appropriate in order to protect you, Roofers' Advantage, or Roofers' Advantage's

partners, customers, or others from identity theft or other fraudulent or harmful activity, but Roofers' Advantage is not obligated to do so. You shall not allow credentials for your Contractor Portal Account to be used by more than one individual. You acknowledge and agree that Roofers' Advantage and its designees may from time to time access your Contractor 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, Roofers' Advantage grants you a non-exclusive, non-transferable right, without right of sublicense, during the term of this Agreement, to access and use the Roofers' Advantage Contractor Portal, including, without limitation, the Materials, solely for your internal use in connection with your business. Roofers' Advantage has no responsibility whatsoever to furnish any maintenance and support services with respect to the Roofers' Advantage Contractor Portal. Roofers' Advantage reserves the right to charge you fees for your access to and use of the Roofers' Advantage Contractor Portal and any benefits or services made available to you in connection with the Roofers' Advantage Contractor 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. Roofers' Advantage 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 you enablement, access, use, or receipt of any such Third Party Materials. Roofers' Advantage 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. Roofers' Advantage cannot, and does not, guarantee the continued availability of any Third-Party Materials, and Roofers' Advantage 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, Roofers' Advantage may make available certain promotions in connection with your use of the Roofers' Advantage Contractor 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. Roofers' Advantage 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 Roofers' Advantage Contractor Portal, you may have the opportunity to upload to the Roofers' Advantage Contractor Portal trademarks, service marks, logos, slogans and other information and materials about your businesses ("Your Materials"). You shall not upload to the Roofers' Advantage Contractor 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. Roofers' Advantage makes no guarantee that you will receive any specific results in connection with your access to and/or use of the Roofers' Advantage Contractor 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 **Roofers' Advantage** Contractor 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.
- “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 data protection, privacy, security, and electronic communications.

If we or another person notifies 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 Roofers' Advantage 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 Roofers' Advantage of such changes. “Data” means, other than Third Party Materials and Your Materials, all data, content, information, and other materials of any nature whatsoever provided or submitted in connection with this Agreement or the Roofers' Advantage Contractor Portal.

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 Roofers' Advantage, its representatives, and agents, including, without limitation, any notices or consents legally required for Roofers' Advantage to analyze such Data and transmit such

Data to third parties in connection with the Roofers' Advantage Contractor Portal and otherwise use and disclose the Data for any purpose consistent with the Privacy Policies; and (b) not use the Roofers' Advantage Contractor Portal in conjunction with Personal Information to the extent that doing so would violate applicable Data Protection Laws.

3.3. Disclosure by Roofers' Advantage. Without limiting any provisions in the Privacy Policies, you hereby expressly permit Roofers' Advantage to transfer or otherwise disclose to third parties (a) Data as necessary to facilitate your enablement and use of the Roofers' Advantage Contractor Portal and to otherwise exercise Roofers' Advantage's rights under this Agreement; and (b) information about the Materials you access and use, including, without limitation, your results from using such Materials. Roofers' Advantage 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, Roofers' Advantage grants you a limited, revocable, non-exclusive, non-transferable license, without the right to sublicense, during the period you have an active Contractor 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 Roofers' Advantage'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 Roofers' Advantage.

4. COMMUNICATIONS AND WEBSITE

4.1. Communications to You. You hereby agree to receive communications from Roofers' Advantage in connection with this Agreement, the Roofers' Advantage Contractor Portal and your Portal Account by email, mobile push notification, or SMS/text message or call 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 Roofers' Advantage provides to you electronically (such as through email or posting in the Roofers' Advantage Contractor Portal) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. Notices for Roofers' Advantage must be sent to PO Box 310, East Wakefield, NH 03830-0310.

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 Roofers' Advantage. You waive California Civil Code Section 1542 and any other laws or legal principles that also limit waivers exclusively to known Claims.

5. OWNERSHIP; RESTRICTIONS; UPDATES; INFORMATION; MODIFICATIONS

5.1. Ownership by Roofers' Advantage. Subject to Section 5.3 and applicable law, Roofers' Advantage has and shall have all right, title, and interest in and to the (a) Roofers' Advantage Contractor Portal, including, but not limited to, the Materials; (b) Data; (c) all output generated as a result of your use of the portal; and (d) all derivative materials (collectively, "Roofers' Advantage Property"). All rights not expressly granted are reserved by Roofers' Advantage.

5.2. Restrictions. Any use of any of the Roofers' Advantage Property not specifically authorized under this Agreement is prohibited. The limited rights granted to you may not be sold, resold, assigned, leased, rented, sublicensed, or otherwise transferred without Roofers' Advantage's prior written consent. You may not copy, modify, adapt, translate, distribute, sell, or decompile any of the Roofers' Advantage Property. You may not use the Roofers' Advantage Property for the purposes of benchmarking or competitive analysis.

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, Roofers' Advantage will use, disclose and retain such information only to (a) provide you the Roofers' Advantage Contractor Portal; and (b) engage in limited other uses that the CCPA does not prohibit "service providers" to undertake.

5.4. Updates. Roofers' Advantage may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to the Roofers' Advantage Contractor Portal, including, but not limited to, the Materials ("Updates"). You agree to the automatic installation of all Updates. You can withdraw consent at any time under certain conditions by contacting us at Portal@RoofersAdvantage.com.

5.5. Third Party Information. If Roofers' Advantage is required by any third-party rights holder to remove information or if Roofers' Advantage believes that such material breaches law or third-party rights, Roofers' Advantage may discontinue your access to such material and/or notify you to discontinue use.

5.6. Modifications and Discontinuations. Roofers' Advantage reserves the right, at any time, to modify or discontinue any or all of the Roofers' Advantage Contractor Portal, with or without notice. You agree that Roofers' Advantage will not be liable 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 Roofers' Advantage that is furnished by, or on behalf of, Roofers' Advantage, or to which you have access, in connection with this Agreement or the Roofers' Advantage Contractor Portal. All of Roofers' Advantage's confidential information is, and shall remain, the sole property of Roofers' Advantage.

7. RELEASE AND INDEMNIFICATION

You hereby release and discharge Roofers' Advantage, each provider of any portion of the Roofers' Advantage Contractor Portal, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the "Roofers' Advantage Parties") from any Claim arising out of your business operations, your decisions, Third-Party Providers, Data, Portal Account activity, or Your Materials. You shall immediately notify Roofers' Advantage of and indemnify and hold harmless the Roofers' Advantage Parties from and against any and all liabilities and costs arising from your breach of this Agreement or matters covered by the Release.

8. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ROOFERS' ADVANTAGE PROPERTY IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE ROOFERS' ADVANTAGE PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ROOFERS' ADVANTAGE PROPERTY, THE THIRD-PARTY PROVIDERS, AND THE THIRD-PARTY MATERIALS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ROOFERS' ADVANTAGE PARTIES DO NOT WARRANT THAT THE ROOFERS' ADVANTAGE PROPERTY WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL (A) ANY ROOFERS' ADVANTAGE PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE ROOFERS' ADVANTAGE PROPERTY; AND (B) THE TOTAL AGGREGATE LIABILITY OF ALL ROOFERS' ADVANTAGE PARTIES FOR ANY NON-EXCLUDED DAMAGES EXCEED \$100 USD.

10. EXCLUSIONS

To the extent that a Roofers' Advantage Party may not, as a matter of applicable law, disclaim any warranty or limit any liability, the scope and duration shall be the minimum permitted under such applicable law.

11. TERM; TERMINATION

This Agreement is effective upon the Effective Date and shall continue until terminated. Roofers' Advantage may immediately terminate this Agreement or your access to the Roofers' Advantage Property at any time and for any reason. You may terminate upon fifteen (15) days' prior written notice. Upon termination, you must cease all use of the Roofers' Advantage Property.

12. INDEPENDENT CONTRACTOR

The parties understand and agree 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, joint venturer, partner, or employee of the other. This Agreement is not a franchise agreement. You shall not identify yourself as an employee, representative, or agent of Roofers' Advantage. You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on Roofers' Advantage's behalf.

13. ASSIGNMENT

You shall not assign this Agreement without the prior written consent of Roofers' Advantage. Roofers' Advantage may assign this Agreement or any rights or obligations hereunder without your prior written consent.

4. EXPORT LAWS

You will not export or re-export the **Roofers' Advantage** Contractor Portal in any form in violation of the laws of the United States or any foreign jurisdiction.

15. SECURITY MEASURES

The Roofers' Advantage Property may contain technological measures (the "Security Measures") designed to prevent unauthorized use. Roofers' Advantage may use the Security Measures to verify your compliance with this Agreement and enforce Roofers' Advantage's intellectual property rights.

16. U.S. GOVERNMENT END USERS

The **Roofers' Advantage** Contractor Portal is a "Commercial Item" and may be licensed to U.S. Government end users only as a "Commercial Item" with those rights granted to all other end users.

17. GOVERNING LAW; VENUE; DISPUTES BETWEEN THE PARTIES

17.1. Governing Law; Venue. This Agreement shall be interpreted and construed under the substantive laws of the State of New Hampshire. Each party hereto irrevocably consents to submit to the exclusive jurisdiction of the federal and state courts located in New Hampshire.

17.2. Disputes Between the Parties. Any Claim you may have against us must be brought within one (1) year. YOU AND ROOFERS' ADVANTAGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

18. MISCELLANEOUS

This Agreement is the entire agreement between you and Roofers' Advantage regarding the subject matter hereof. Your use of the Roofers' Advantage Contractor Portal is not subject to the General Terms and Conditions governing the Roofers' Advantage Contractor Portal. All Roofers' Advantage Parties are intended third-party beneficiaries of this Agreement. During the term of this Agreement and after its termination, you will not make any false, misleading, or disparaging statements about Roofers' Advantage or its competitors.

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.