



Roofers' Advantage® Products, Inc.

CONTRACTOR PORTAL USER AGREEMENT

Effective April 23, 2026

This Roofers' Advantage Contractor 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" 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, webinars, pictures, documentation, audio, video, artistic works, writing, information, data, and other works of authorship of any kind, whether owned or licensed by Roofers' Advantage.
- "Portal Account" means the account you use 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 Policy.

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 in Section 3.1), as described in the Privacy Policy.

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 POLICY, YOU ARE NOT AUTHORIZED TO CLICK THE "AGREE" BUTTON OR TO ACCESS OR USE THE ROOFERS' ADVANTAGE CONTRACTOR PORTAL.

UPDATES TO THIS AGREEMENT

Roofers' Advantage may update this Agreement by posting the updated version on the Roofers' Advantage Contractor Portal and updating the "Last updated" date on 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;
- (b) your first ever use of a new or changed feature of the Roofers' Advantage Contractor 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 as necessary 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 used herein "Claim" means any cause of action, complaint, allegation, assertion, proceeding, hearing, arbitration, or lawsuit,) 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 16 (Governing Law; Venue; Disputes Between the Parties) below).

1. ROOFERS' ADVANTAGE CONTRACTOR PORTAL

1.1. Eligibility. You may only create and access the Contractor Portal Account and access and use the Roofers' Advantage Contractor Portal if you meet the requirements set forth in this Section 1.1, and Roofers' Advantage has 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 may terminate your Contractor Portal Account, or place it on hold, or suspend service, for maintenance or if

Roofers' Advantage believes it 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 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.

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. 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 ("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 in Section 2) without prior consent. You are solely responsible for Your Materials and ensuring 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 use of the Roofers' Advantage Contractor Portal.

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 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 a third party 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 provided or submitted in connection with 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 Policy; 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 Policy, you hereby expressly permit Roofers' Advantage to transfer or otherwise disclose to third parties (a) Data as necessary to facilitate your 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. Roofers' Advantage is not responsible for any disclosure, modification, or deletion of Data 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 (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

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 Contractor 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 any additional consent from you if required.

4.2. Notices. You agree that all agreements, notices, disclosures, payment, or renewal notifications, and other communications that Roofers' Advantage provides to you electronically satisfy any requirement that such communications be in writing. 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 further waive any laws or legal principles that limit waivers exclusively to known Claims.

5. OWNERSHIP; RESTRICTIONS; UPDATES; THIRD PARTY 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, 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 California Consumer Privacy Act and accompanying regulations ("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. Portal Updates. Roofers' Advantage may 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 the 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, Contractor 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 this 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 date that you click the "AGREE" button 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 by providing written notice. Upon termination, you must cease all use of the Roofers' Advantage Property.

12. RELATIONSHIP OF PARTIES

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.

14. 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. You represent and warrant that: (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

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. GOVERNING LAW; VENUE; DISPUTES BETWEEN THE PARTIES

16.1. 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.

16.2. Disputes Between the Parties. Any Claim you may have against us must be brought within one (1) year of the date the claim first accrued. You and roofers' advantage are each waiving the right to a trial by jury or to participate in a class action or representative proceeding.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement between you and Roofers' Advantage regarding the Roofers' Advantage Contractor Portal.