

## TERMS OF USE

### CONSUMER AGREEMENT WITH RoofSpecXpert

These services offered by RoofSpecXpert (“Company”) are conditioned on your acceptance of the following terms, conditions, and notices without modification (“Agreement”). The document herein shall refer to you and any of your affiliates, agents, employees, representatives and/or subcontractors as “you” or “Consumer”. We reserve the right to amend the Agreement at any time by posting a revised version of the Agreement on the Company’s website.

1. You represent that, if applicable, you are, as an individual, at least 18 years old and competent to enter into an agreement to use the services offered by the Company.
2. After you open the application and fill out the following fields (Project Name, Project Address, Project City, Project State, Firm Name, Firm State), the Company will generate an email that will be sent to Performance Roofing Associates (“PRA”) and/or Johns Manville (“JM”) for the territory where the project is located. You agree to have PRA and/or JM contact you to follow up on the project to which You submitted the information on.
3. When You complete the specification document, You will have the option to select “Review my Specification Document.” By selecting this option, You will be asked to fill in additional information such as name, phone number, email address, and a space to provide any additional comments. By selecting “Review my Specification Document” You agree that Your information will be sent to PRA and/or JM so those entities can assist You with the specification document. While the Company’s goal is to assist you in generating roof specifications, the Company is not responsible for any of the services requested by you or the work performed on your behalf by either PRA or JM.
4. In General. We may collect personal information that can identify you such as your name and email address and other information that does not identify you. When you provide personal information through our application, the information may be sent to servers located in the United States and other countries around the world.
  - a. Information you provide. We may collect and store any personal information you enter on our website or provide to us in some other manner. This includes identifying information, such as your name, address, e-mail address, telephone number, credit card information, and other personally identifiable information.
  - b. Information from other sources. We may also periodically obtain both personal and non-personal information about you from other IAC businesses, business partners, contractors and other third parties. Examples of information that we may receive include: updated delivery and address information, purchase history, and additional demographic information.

5. Use of cookies and other technologies to collect information. We use various technologies to collect information from your computer and about your activities on our site.
  - a. Information collected automatically. We automatically collect information from your browser when you visit our website. This information includes your IP address, your browser type and language, access times, the content of any undeleted cookies that your browser previously accepted from us (see "Cookies" below), and the referring website address.
  - b. Cookies. When you visit our website, we may assign your computer one or more cookies, to facilitate access to our site and to personalize your online experience. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies, please note that you may not be able to sign in or use some of the interactive features offered on our website.
  - c. Other Technologies. We may use standard Internet technology, such as web beacons and other similar technologies, to track your use of our site. We also may include web beacons in promotional [or other] e-mail messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize the services we offer our website visitors to deliver targeted advertisements and to measure the overall effectiveness of our online advertising, content, programming or other activities.
  - d. Information collected by third-parties. We may allow third-parties, including our authorized service providers, IAC companies, advertising companies, and ad networks, to display advertisements on our site. These companies may use tracking technologies, such as cookies, to collect information about users who view or interact with their advertisements. Our website does not provide any personal information to these third parties. This information allows them to deliver targeted advertisements and gauge their effectiveness. You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us and third parties may participate in the Digital Advertising Alliance's ("DAA") Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, including use of Cross-device Data for serving ads, visit <http://www.aboutads.info/choices/>, and <http://www.aboutads.info/appchoices> for information on the DAA's opt-out program specifically for mobile apps (including use of precise location for third party ads). Some of these companies may also be members of the Network Advertising Initiative ("NAI"). To learn more about the NAI and your opt-out options for their members, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based

Advertising to you but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use a different device or web browser or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective.

6. Any agreement you enter into with PRA and/or JM is governed solely by the terms of the agreement and applicable federal, state or local law. In the event that you have a dispute with PRA or JM, that dispute must be addressed directly with PRA or JM and you agree to release the Company, its officers, directors, affiliates, employees and agents as well as any other person, firm or entity including the Company's business partners from any damages or claims of every kind arising out of or related to your agreement and/or dealings with PRA and/or JM.
7. INFORMATION YOU PROVIDE TO US/TCPA CONSENT. Upon using the Company, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to PFA and/or JM who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our PRA and/or JM via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You are further giving express consent for PRA and/or JM to contact you on any day and at any time (including Sundays/holidays and any times outside of normal time periods and/or those prescribed by applicable rules and regulations).
8. You agree that the website's content is the sole property of the Company and you have no right to reproduce, disseminate or otherwise use the information for any purpose other than your personal use. We reserve the right to revoke your access to the Company's website and its services at anytime. You agree that your current and future use of the Company's website is solely for your personal use and not for business or marketing. In the event that you violate any part of this provision, you agree you shall be liable to the Company for any damages and shall indemnify the Company for any third party claims against the Company arising out of your actions.
9. You agree and acknowledge that you will be liable and/or indemnify the Company and any contractor from any damages, attorney fees, costs and expenses including any regulatory

or judicial fines that may be incurred in the event that you knowingly falsify information submitted to the website. In the event you misuse or attempt to misuse the Company's website or to circumvent the Company's services or system or attempt to utilize the Company's website or services for non-personal, improper or commercial purposes such as hacking, fraud, marketing or spamming, the Company may terminate your access to the website immediately, without notice, as well as file a claim in state or federal court to seek an equitable remedy and/or monetary damages due to lost revenue, repairs, attorney's fees and/or legal costs and expenses and to seek injunctions or other equitable remedies.

10. Links on the Company's website are solely intended to be a convenience for you. These links may direct you away from the Company's website and are unrelated and are not controlled by the Company and the Company is not responsible for those websites' contents, products or functioning of the website.
11. The Company's services are provided "as is" without any warranty, and your exclusive remedy, and the Company's only duty to you for any claim stemming from use of the website or the Company's services is that you may cancel your use of the Company's service and/or website at any time. The Company expressly disclaims any implied warranties, including, but not limited to, warranties of merchantability and fitness for particular purpose. The Company shall not be directly, indirectly, specially, incidentally or consequentially (including lost profit) liable for exemplary or punitive damages arising out of this Agreement. In the event your state or province does not allow limitations on or exclusions of incidental or consequential damages and that state's law is deemed by a court of law to apply, then these exclusions may not apply.
12. This Agreement shall transfer to the benefit of the Company's successors, assigns and licensees. If any provision is determined to be void, unenforceable, or unlawful, for any reason, by any court of competent jurisdiction, that provision shall be modified to make it enforceable, while maintaining its spirit. If modification is impossible, the particular provision shall be stricken and but shall not affect the validity and enforceability of the remaining terms. The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any claim or cause of action arising out of or related to use of the Company's services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. You agree to submit to jurisdiction in Pennsylvania and that any claim arising out of or related to these Terms and Conditions will be brought solely a Commonwealth of Pennsylvania Court of a United States District Court located in the Commonwealth of Pennsylvania.
13. You shall agree to indemnify the Company and its officers, employees, subsidiaries, affiliates, agents and partners ("Company Partners"). You agree that you shall hold the Company Partners harmless for any and all demands, claims, attorney fees that are made

by you or a third party stemming from the Company's service or related to its website or the violation of these terms and conditions or the rights of a third party.