

Schedule F

**DATAFORMA TECHNOLOGIES, LLC
CONTRACTOR TERMS AND CONDITIONS OF USE OF
GAF INSPECT APP (Non-GAF Roofs)**

BACKGROUND

This Contractor Terms and Conditions of Use of GAF Inspect App (Non-GAF Roofs) ("Agreement") is made and entered into on this ____ day of _____ by _____ ("Contractor") for the benefit of Dataforma Technologies LLC, a Pennsylvania Limited Liability Company ("DTL").

WHEREAS, DTL will, at the request of Building Materials Corporation of America d/b/a GAF ("GAF"), and subject to the terms hereof, host a database and make certain limited data available for viewing by Contractor through the GAF Inspect application (the "App").

WHEREAS, Contractor wishes to use the App and database to input and retrieve data for the benefit of a third-party customer of the Contractor (the "Contractor End User").

WHEREAS, the purpose of this Agreement is to state the terms and conditions on which Contractor may utilize and view such data through the App and database.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants, promises, agreements, representations, and warranties contained in this Agreement, the parties hereto, intending to be legally bound, agree and do hereby covenant, promise, agree, and represent and warrant as follows:

AGREEMENT

1. Background. The above recitals are hereby incorporated into this Agreement.
2. Representations and Warranties. Contractor represents that Contractor shall: a) be responsible for protecting the privacy of the data produced by the App and database; 2) maintain the confidentiality of the user credentials (including username and password) which provide access to the App and database; 3) not enter any data or information into the App that is confidential, proprietary, or which Contractor does not have authority to disclose; 4) notify DTL immediately of any unauthorized use of the App or database by a third-party or any other breach of security that is known or suspected by the Contractor; and 5) have the authority to enter into this Agreement and to be bound hereby.
3. Access. By entering into this Agreement Contractor is granted a non-exclusive license, revocable by DTL at any time, for any reason, to access the App without charge. Contractor's access privileges, however, are strictly conditioned on adherence to the terms and conditions of this Agreement. DTL reserves the right to permanently or temporarily deny Contractor use or access privileges, or terminate the functionality of the App for any reason whatsoever, without prior notice. Contractor acknowledges that the reports generated by the App contain only the information and data entered by the

Contractor and do not contain data, calculations, opinions or conclusions provided or made by DTL. Contractor shall not have any right to access data and/or information entered by others into the App or database. DTL shall not have any obligation to retain or store data entered by Contractor for any period of time. DTL shall not have any liability to Contractor or any third-party in relation to the content of any report or information contained therein, or the failure of the App to function properly. DTL shall establish and notify Contractor of the procedures to be followed for use of the GAF Inspect App on non-GAF manufactured roofs. Contractor shall comply with all such procedures.

4. Assignment. DTL reserves the right to assign this agreement without the consent of Contractor and without any prior notice. Contractor shall not transfer this Agreement or access privileges to the App to any third-parties, whether by operation of law or otherwise. Any such attempted assignment by Contractor shall be void.

5. Prohibited Conduct. Contractor may not access the App or database for any unlawful, unauthorized, or improper purpose or conduct, including but not limited to: (a) infringing any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (b) disrupting or interfering with the security of the App or database; (c) interfering with or damaging the App or database, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (d) attempting to use another's username or password; (e) attempting to obtain unauthorized access to the App, portions of the App, database or DTL's website, including accessing or attempting to access the administrative interface of the App, that are restricted from Contractor access; or (f) assisting any third party in engaging in any activity prohibited by this Agreement. In addition, Contractor shall not view or use data not related to Contractor's business, and shall promptly report the availability of such unauthorized data to DTL.

6. Ownership of Data. All data entered into the App and/or retained in the database and all other data associated with the App and database shall be the exclusive property of DTL. DTL shall not be responsible to reproduce any data lost by the Contractor or for the accuracy or reliability of any such data. DTL shall have the right to disclose the data input by Contractor to third parties of DTL's choosing (including without limitation GAF), whenever and in whatever manner it sees fit. Contractor agrees that DTL owns all rights, title, and interest, including any intellectual property rights, in the App, database and/or any component thereof. Contractor agrees that DTL may disclose to third parties the extent of Contractor's usage of the App, including the name, address and contact information of Contractor and the name, address and contact information of Contractor End Users.

7. Unauthorized Use. Contractor may not alter, or attempt to alter, the App, database or any associated data or "mirror" any data in the App or on any other server or database. Any unauthorized use of the App, database or any associated data may violate copyright laws, trademark laws, laws of privacy and publicity, and communication regulations and statutes. DTL shall not be liable for any infringements that occur based on Contractor's unauthorized use.

8. Exclusive Remedy. Contractor agrees to use the App and database at Contractor's own risk and agrees that the sole remedy for dissatisfaction with the App, database, any of the data available through the App or database, or with any of the terms and conditions of this Agreement is to discontinue use of the App and database. Contractor expressly assumes the risk that data and/or any reports generated by the App or database contain inaccurate or incomplete information and further assumes the

risk that the App may malfunction or otherwise not function properly. Contractor expressly and affirmatively releases DTL, its employees, agents, officers, directors, owners, parents and subsidiaries from any and all claims relating to or arising from Contractor's use of the App or database.

9. DISCLAIMER OF WARRANTIES. DTL HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS. THE APP AND DATABASE ARE MADE AVAILABLE TO CONTRACTOR ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES WHATSOEVER AS TO THE ACCURACY, COMPLETENESS, RELIABILITY OF ANY DATA, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, DTL MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT THE APP OR DATABASE WILL BE SECURE, ACCESSIBLE WITHOUT INTERRUPTION, OR ERROR FREE.

10. Indemnification. Contractor shall indemnify, defend and hold DTL, Dataforma, Inc., and their successors, assigns, employees, directors, officers, owners, members, agents, parents and subsidiaries (collectively the "Indemnified Parties") harmless from any and all claims, demands, actions, causes of action, lawsuits, fault, liabilities, damages, obligations, costs, and expenses, including attorney's fees, arising out of, related to, or connected with any claims brought or asserted by Contractor or any third-party (including any Contractor End-Users) against any of the Indemnified Parties that in any way pertain or relate to Contractor's or any Contractor End-User's use of the App, database or any associated data or report and/or any misrepresentation or breach of this Agreement by Contractor. The Indemnified Parties shall have the right, in their sole and absolute discretion, to control the disposition of any such claim at Contractor's sole cost and expense. Without limiting the foregoing, Contractor may not settle, compromise, or in any other manner dispose of any claim without the written consent of the Indemnified Parties. Without limiting the foregoing, Contractor shall also indemnify the Indemnified Parties from and against any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) resulting from Contractor's defamation of any of the Indemnified Parties or any of Contractor's infringing use of the App, database or associated data or report. The provisions of this section shall survive any termination, cancellation, expiration, or suspension of this Agreement, and any termination, suspension, cancellation or loss of the use of the App.

11. Release and Limitation of Liability. Contractor fully waives any and all of Contractor's claims and the claims of all successors, employees, directors, officers, owners, agents, executors, administrators, assignees, or heirs ("Contractor Related Parties") for damages, losses, demands, and any other actions whatsoever, which Contractor or Contractor Related Parties now have, may have, or may have in the future against DTL, Dataforma, Inc., and any of their successors, assigns, employees, directors, officers, owners, parents, subsidiaries, or agents (collectively the "Released Parties"). In no event will any of the Released Parties be liable to Contractor for any direct, indirect, consequential, incidental, special or punitive damages, including any lost profits or claims by third-parties or End Users. The provisions of this section shall survive any termination, cancellation, expiration, or suspension of this Agreement and any termination, suspension, cancellation, or loss of use of the App or database. The intent of this provision is to make clear that in no event will any of the Released Parties have any liability to Contractor or any End User arising from Contractor's use of the App or database.

12. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous representations or agreements.

13. Revisions and Amendments. Contractor agrees that DTL may modify, change, add, or remove any of the terms of this Agreement from time to time within its sole discretion without prior notice to Contractor.

14. Change of Service or Termination by DTL. DTL may, at any time for any reason, change or eliminate the services provided by the App or database, or the terms and conditions of this Agreement without prior notice. DTL further reserves the right to interrupt the service provided by the App and database or refuse Contractor access without cause or notice. Contractor agrees that Released Parties shall not be liable for any interruption or termination of services provided by the App or database.

15. Survival. Contractor agrees that in the event this Agreement is terminated, or if Contractor's access privileges are suspended or terminated, Contractor shall continue to be bound by all obligations set forth in this Agreement for a period of five (5) years after the termination of this Agreement and/or access privileges or until the expiration of all applicable statute of limitations periods, whichever is longer.

16. Compliance with Law. Contractor agrees to use the App and database in compliance with all laws, regulations, and ordinances including any laws regarding the export of data or software.

17. Jurisdiction and Dispute Resolution. All disputes arising out of or relating in any way to this Agreement or the ownership, operation, maintenance, or use of the App or database shall be resolved exclusively in the Court of Common Pleas for York County, Pennsylvania, and/or in the United States District Court serving such county. This Agreement and such disputes shall be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Pennsylvania as applied to transactions entered into and to be performed wholly within Pennsylvania between Pennsylvania residents. In the event of any breach of this Agreement Contractor agrees that, notwithstanding any other provision of law, DTL shall be entitled to obtain preliminary injunctive relief enforcing the terms of this Agreement. In the event of the breach of this Agreement by Contractor, Contractor shall be liable to DTL for all attorneys fees and other costs incurred by DTL in any related legal activities.

18. Construction. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted to the fullest extent permitted by law. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Agreement as possible.

CONTRACTOR AGREES THAT NO ORAL OR WRITTEN REPRESENTATION APART FROM THIS AGREEMENT HAS BEEN MADE BY DTL OR ANYONE ELSE WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound, Contractor executes this Agreement on the date indicated below.

CONTRACTOR:

Company Name:

Date:

Company Address:

Name of Authorized Representative:

Signature of Authorized Representative:

DATAFORMA TECHNOLOGIES, LLC

Name of Authorized Representative:

Date:

Signature of Authorized Representative:
