

IMPORTANT NOTICE:

UPON EXECUTION OF THIS SUBSCRIPTION ORDER FORM (“**ORDER FORM**”), CUSTOMER WILL HAVE THE RIGHT TO USE THE ROOFLE SOFTWARE SERVICE UNDER THE PLAN SELECTED AT THE PRICING SET FORTH HEREIN (“**ROOFLE SERVICE**”), CUSTOMER AGREES TO THE TERMS OF THIS ORDER FORM, THE ROOFLE SERVICE TERMS AND CONDITIONS, AND ANY EXHIBITS, SCHEDULES, POLICIES, TERMS AND/OR AGREEMENTS ATTACHED HERETO OR REFERENCED HEREIN (COLLECTIVELY, THE “**AGREEMENT**”). EXCEPT AS EXPRESSLY STATED IN THIS ROOFLE SOFTWARE LICENSE AGREEMENT, IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THIS ROOFLE SOFTWARE LICENSE AGREEMENT, THIS ORDER FORM SHALL CONTROL.

ROOFLE SOFTWARE OPTIONS - FEE SCHEDULE

DESCRIPTION	SETUP FEE	SERVICE START DATE / INITIAL TERM	RENEWAL TERM	TOTAL ¹
Roof Quote PRO Monthly Basic Subscription	Yes	MONTHLY	MONTHLY UNTIL TERMINATED	\$2000 One Time \$350/mo (“ Subscription Fee ”)
Roof Quote PRO Annual Basic Subscription	Yes	ANNUAL	ANNUAL UNTIL TERMINATED	\$5500 One Time (initial term) \$3850/yr (renewal term) (“ Subscription Fee ”)
Roof Quote PRO Annual Onboard Rollup Subscription	No	ANNUAL	ANNUAL UNTIL TERMINATED 12-MONTH CONTRACT No cancellation for remainder of annual commitment.	\$510/mo (initial term) \$350/mo (renewal term) (“ Subscription Fee ”)
Additional Markets	No	MONTHLY or ANNUAL	MONTHLY or ANNUAL UNTIL TERMINATED	Additional \$50/mo/market or \$500/yr/market or variable pricing/state (“ Subscription Fee ”)
Roofle Assist - Basic	Yes	One Time Fee	Not Applicable	\$249

¹ Before any applicable discounts.

PAYMENT TERMS	Fees shall be invoiced by Licensor and paid by Customer monthly in advance. Payments are not dependent upon completion of any implementation services. Fees are exclusive of taxes or duties. All past due amounts are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowed by law. Subscriptions which have failed to make payment will be automatically moved to a paid pause subscription incurring a \$25 per month charge. Subscriptions which have a failed ACH payment will be subject to a \$25 rejection fee and will be applied in addition to the owed amount to bring the account current.
EXPIRATION, MODIFICATION, AND REVOCATION OF TERMS	The Terms contained in this Order Form shall be valid for thirty (30) days from the date of first receipt by Customer. Roofle reserves the right to revoke and/or modify any or all terms of this Order Form prior to execution of this Order Form by Customer and Roofle.

ROOFLE 12-MONTH GUARANTEE FOR ROOF QUOTE PRO ANNUAL BASIC SUBSCRIPTION

At Roofle, we are dedicated to your satisfaction and the success of your business with our technology. We proudly offer the Roofle 12-month guarantee for customers with our roof quote pro annual basic subscription, ensuring that if you are unable to sell a job within a period of 12 months, you will receive a full refund for the subscription itself.

Our Guarantee:

If, despite utilizing our services and following our recommended strategies, you are unable to successfully sell a job within 12 months of your Roof Quote PRO Annual Basic Subscription, we will refund your payment for the subscription itself in its entirety.

12-Month Guarantee Terms and Conditions:

- Eligibility.** To be eligible for the Roofle 12-Month Guarantee, you must have an active ROOF Quote PRO Annual Basic Subscription. It is important to engage our services and comply with our guidelines and instructions throughout the 12-month period to qualify for the guarantee.
- Proof of Effort.** In the event that you are unable to sell a job within 12 months, we may request proof of your efforts and compliance with our guidelines to ensure that the service was utilized effectively.
- Refund Process.** To claim your refund, please contact our customer support team within the specified timeframe, as detailed in our agreement. Once we receive your refund request and verify your eligibility, we will promptly initiate the refund process for the ROOF Quote PRO Annual Basic Subscription payment. Please note that any additional add-ons or services purchased separately from the subscription are not eligible for refund under this guarantee.
- Limitations.** The Roofle 12-Month Guarantee applies solely to the payment made for the ROOF Quote PRO Annual Basic Subscription and does not cover any additional expenses incurred for add-ons or external products or services. The guarantee is subject to the terms and conditions outlined in our agreement and is valid only within the 12-month timeframe of the ROOF Quote PRO Annual Basic Subscription. We are confident in our ability to assist you in selling a job effectively within 12 months of your ROOF Quote PRO Annual Basic Subscription. However, in the unlikely event that we are unable to deliver the desired outcome, we are committed to providing you with a full refund for the subscription payment.

Offer Restrictions: The exclusion of discounts or coupons applies to the aforementioned offer and cannot be combined or used in conjunction with any other promotional offers, discounts, coupons, or incentives.

1. **DEFINITIONS.** Except as otherwise defined herein, capitalized terms in this Agreement shall have the meanings set forth in Schedule 1.
2. **ROOFLE SERVICE.**
 - 2.1 **Roofle License Grant.** Subject to the terms and conditions of this Agreement, and conditioned on Customer's full compliance therewith, Roofle grants to Customer a non-exclusive, non-transferable, revocable, non-sublicensable license for each Authorized User to use the Roofle Service ("**Permitted Use**").
 - 2.2 **Intended Users.** The Roofle Service is intended for use by Authorized Users only. In order to use the Roofle Services each Authorized User must first obtain an account login and password. Each Authorized User shall remain an Authorized User unless their account is terminated in accordance with this Agreement.
 - 2.3 **Authorized User's Conduct.** Any act or omission by any Authorized User, which, if it were an act or omission of Customer would be a breach of this Agreement, shall be deemed to be a breach of this Agreement by Customer.
 - 2.4 **Restrictions.** Customer represents and warrants that Customer and Authorized Users shall only use the Roofle Service as expressly authorized by Roofle under this Agreement for the Permitted Use. Without prejudice to the foregoing and unless specifically authorized under this Agreement for the Permitted Use, Customer shall not, and shall not assist, encourage or permit any other person to:
 - a) copy, alter, modify, correct, adapt, enhance, translate, deface, decompile, disassemble or reverse engineer all or part of the Roofle Service, or attempt to do so, except to the extent permitted by law;
 - b) directly or indirectly market, rent, link, distribute, transfer, license, sublicense, offer for sale, sell, share with, or furnish to any third party the Roofle Service;
 - c) bypass or breach any security device or protection used for or contained in the Roofle Service;
 - d) remove, delete, translate, combine, supplement, obscure, deface or otherwise alter any notice of confidentiality, trademark, proprietary rights, symbols, notices, marks or other indicia of ownership that may be contained in, on or relating to the Roofle Service;
 - e) use the Roofle Service, in whole or in part, other than in strict compliance with Applicable Law;
 - f) access or use the Roofle Service in a way intended to avoid incurring fees or charges;
 - g) use the Roofle Service other than as strictly necessary for the Permitted Use, as determined in Roofle's sole discretion, or in any manner or for any purpose not expressly provided for or permitted by this Agreement; or
 - h) attempt to aggregate users, impersonate an Authorized User or otherwise circumvent Roofle's licensing restrictions via technical means, including the use of any interface between the Roofle Service and other software that performs functionality substantially similar to that contained in the Roofle Service.
 - i) create derivative works based on the Roofle Service;
 - j) access the Roofle Service in order to build or create a competitive product or service;
 - k) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Roofle Service;

- l) interfere with or disrupt the integrity or performance of the Roofle Service or third-party data contained therein;
- m) attempt to probe, scan or test the vulnerability of the Roofle Service or system or to breach any Roofle security measures; or
- n) attempt to interfere in any way with the Roofle Service or the Roofle web site.

2.5 Privacy Policy & Terms of Use. Customer acknowledges and agrees that Customer and Authorized Users' use of the Roofle Service is subject to Roofle's Privacy Policy (<https://www.roofle.com/privacy-policy>) ("Privacy Policy") and these Service Terms and Conditions, which may from time to time be updated at Roofle's sole discretion. Customer acknowledges and agrees that it is responsible for informing Authorized Users that their use of the Roofle Service is subject to Roofle's Privacy Policy and Service Terms and Conditions, and Customer acknowledges that Authorized Users' breach of the same shall constitute a breach of this Agreement by Customer. Customer further acknowledges and agrees that Customer shall implement and maintain its own privacy policy on any website or user interface which uses and/or incorporates the Roofle Service and that such policy shall refer to Roofle's Privacy Policy. To the extent Customer does not have a privacy policy, Customer agrees that Roofle's Privacy Policy shall apply.

2.6 Publicity. Unless provided in an Order Form to the contrary: (1) Roofle and Customer may, but are not required to, advertise and promote the use of Roofle products and services in conjunction with this Agreement and (2) Roofle and Customer each grant to each other a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the trademarks, trade names, service marks, and images of or associated with Roofle's and Customer's products and services provided under this Agreement solely for such purposes and upon the owner's approval. The owner shall have the right to assert quality control over all use. The license granted under this Section terminates with the Agreement and all such use shall immediately stop.

2.7 Roofle Assist. Customer agrees to:

- To answer any questions from Roofle concerning Customer's website in a timely manner.
- To allow Roofle access to its website for the purpose of providing support services.
- To properly convey to Roofle information about content updates or changes to Customer's website.
- To provide Roofle access to Customer's web hosting account and any required username and password combinations

2.7.1 Roofle Assist – Basic. This is a one-time service by Roofle. What is included:

- Roofle will obtain from Customer its website builder login from Customer.
- Roofle utilize Customer's existing website builder, owned by Customer.
- Roofle will utilize Customer's unique scripts from Customer's profile inside of its website admin portal.
- Roofle will place the scripts on Customer's website that Customer hosts, both the embedded and the slideout.
- Roofle will perform testing one time to ensure functionality.
- Roofle will offer website assistance for up to 1 hour. In some cases customers will need to pay for additional support time.

3. FEES, INVOICES AND PAYMENTS

3.1 Fees. Customer will pay Roofle the then applicable Subscription Fee and Support Fees described in the applicable Order Form for the Roofle Service in accordance with the terms therein. If Customer's use of the Roofle Services exceeds the number of permitted Authorized User Registrations ("**Service Capacity**") set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this

Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Roofle reserves the right to change the Subscription Fees or Support Fees, or applicable charges and to institute new charges, Subscription Fees, and Support Fees at the end of the Initial Term or then-current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by e-mail). If Customer believes that Roofle has billed Customer incorrectly, Customer must contact Roofle no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to help@roofle.com. Roof Quote PRO Annual Onboard Rollup Subscription - Breaking contract early will subject the user to pay out the remainder of their onboarding fee upfront, or continue on payments of \$160 till the onboarding fees are paid off.

- 3.2 **Invoices.** Roofle may choose to bill through an invoice, in which case, full payment for invoices must be received by Roofle prior to accessing and using the Roofle Service.
- 3.3 **Customer Upgrades.** Customer may increase the Service Capacity intra-year. For the avoidance of doubt, Customer may not decrease its Service Capacity intra-year. If Customer elects increase the Service Capacity during the Initial Term or Renewal Term, Customer shall pay to Roofle the Subscription Fee for the upgraded service plan *pro rata* which will reset the plan to an Initial Period, or shall pay separately for the add-on during the Initial Period or Renewal Period, as applicable. In such event, the duration of the Initial Term or Renewal Term, as relevant, shall remain unchanged.
- 3.4 **Pausing Account.** Users have the option to temporarily pause their account with Roof Quote PRO. During the pause period, users will retain access to their account but certain features, including the Instant Quote Tool, will be disabled. A monthly fee of \$25 will be charged each month while your account remains paused on the same day as your existing billing payment date. The maximum duration for which an account can be paused is 3 months. Users must choose their pause duration at the time of pausing their account. Once set, the pause duration cannot be extended beyond the maximum allowed period. Users can reactivate their account at any time during the pause period. Upon reactivation, all services, including the Instant Quote Tool, will be immediately available. The pause fee is not prorated or refundable upon early reactivation. Roof Quote PRO Annual Onboard Rollup Subscription - During the pause period, users will retain access to their account but certain features, including the Instant Quote Tool, will be disabled. The maximum duration for which an account can be paused is 3 months for a monthly fee of \$160 for the setup fee portion of the agreement
- 3.5 **Refunds.** Unless expressly stated in the Order Form or this Agreement, no refund of any Subscription Fee or Support Fee or any other fees or charges payable hereunder will be provided by Roofle.
- 3.6 **Sales Tax/VAT**
- a) All sales tax, purchase or turnover tax, VAT, levies, duties, or its equivalent in each relevant jurisdiction (“Sales Tax”) shall be payable by Customer at the rate applicable at the time of purchase. Customer shall be liable for the payment of any taxes, charges or assessments imposed in connection with the payment of all charges.
- b) In the event of any amendment to Sales Tax legislation or for any other reason the sums invoiced without Sales Tax in accordance with this Agreement become subject to Sales Tax, then the applicable invoices shall be deemed to be exclusive of Sales Tax (if any) and Customer shall, in addition to the sums payable, pay Roofle the full amount of Sales Tax chargeable thereon on the provision of a valid invoice prepared in the format prescribed by the relevant taxing authority in the jurisdiction in which Roofle is located.

4. **DISCLAIMER OF WARRANTIES**

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING. IF YOU DO NOT AGREE TO THE FOLLOWING THEN DO NOT ACCESS OR USE ANY PORTION OF THE ROOFLE SERVICE.

- 4.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ROOFLE SERVICE AND ANY OTHER PRODUCTS, DATA, INFORMATION, MATERIALS OR SERVICES PROVIDED BY OR ON BEHALF OF ROOFLE PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS,” WITH REASONABLE SKILL AND CARE AND IN ACCORDANCE WITH APPLICABLE LAW.
- 4.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROOFLE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE), INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.
- 4.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT LIMITING THE FOREGOING, ROOFLE MAKES NO WARRANTY OF ANY KIND THAT THE ROOFLE SERVICE, OR ANY OTHER ROOFLE GOODS, SERVICES, TECHNOLOGIES OR MATERIALS, INCLUDING ANY SOFTWARE OR HARDWARE, OR ANY PRODUCT OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT OR PURPOSE, BE COMPATIBLE WITH OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS, INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK (EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, VIRUSES, WORMS, TROJAN HORSES, OTHER HARMFUL COMPONENTS OR BE ERROR FREE.
- 4.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ROOFLE WEB SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 4.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROOFLE OR THROUGH OR FROM THE ROOFLE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 **Intellectual Property Ownership.** Neither Party shall gain by virtue of this Agreement any rights of ownership of Intellectual Property Rights owned by the other. The rights granted hereunder are solely with respect to Customer’s or an Authorized User’s use of the Roofle Service, and in no event shall there be an acquisition of or implied license to the Intellectual Property Rights of Roofle or any of its Affiliates.
- 5.2 **Roofle Service Ownership.** Customer acknowledges and agrees that:
 - a) the Roofle Service is licensed, not sold, to Customer, and Customer does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Roofle Service, Services Data, or any related Intellectual Property Rights;
 - b) the Roofle Service was developed by Roofle through the expenditure of substantial time, effort and money, and constitute valuable intellectual property and trade secrets of Roofle; and
 - c) Roofle is and will remain the sole and exclusive owner of all rights, title and interest in and to the Roofle Service and Services Data, including all Intellectual Property Rights relating thereto.
- 5.3 **Customer Content Ownership.** Except as specified in an Order Form or to the contrary herein, Roofle does not claim ownership of Customer Content or other content that Customer or Customer’s Authorized

Users may post on or through any service that Roofle provides subject to the Submission of Ideas Policy in the Website Terms of Use. To the extent that ownership of Customer Content vests in Roofle, Roofle hereby assigns its rights therein to Customer or Customer's Authorized Users, as applicable. Customer grants to Roofle a non-exclusive, unrestricted, fully-paid and royalty-free, non-transferable, non-sub-licensable, worldwide, perpetual license to use the Customer Content and other content that Customer or Customer's Authorized Users may post on or through Roofle Service. Roofle shall be permitted to use any content, including Customer Content, that may be posted, uploaded, or otherwise made available through use of the Roofle Services by Customer to analyze, advertise, promote or otherwise use in connection with the Roofle Services. The license to use Customer Content shall survive termination.

5.4 **Copyright.** ROOFLE prohibits the submission or use of any copyrighted material without the user first obtaining the prior written consent of the copyright owner. You agree that a copyright owner or an agent thereof may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at the Site;
- (iii) Identification of the material on the Site that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement can be reached at copyright@roofle.com. If we receive a claim from a copyright owner or designated agent, we have the right to remove that content and you agree to abide by our decision related to that removal.

5.5 **Roofle Trademarks and Service Marks.** The "Roofle" and logo, trademarks and service marks and other Roofle logos and product and service names are trademarks of Roofle (the "Roofle Marks"). Customer agrees not to display or use in any manner the Roofle Marks without the prior written consent of Roofle.

6. INDEMNIFICATION

Customer Indemnification. Customer will indemnify, hold harmless and defend Roofle, its Affiliates, members, Representatives, employees, successors or assigns ("**Roofle Indemnitees**"), against any and all Claims arising out of (i) Customer Content used with or communicated by or through the Roofle Service, (ii) infringement of the copyright, patent or other Intellectual Property Rights of any third-party to the extent that such Claims relate to or result from any Customer materials, goods, equipment and/or products or Customer Content, (iii) Customer's or Authorized Users' failure to comply with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of any Deliverables provided herein (iv) Customer's or Authorized Users' breach of any provision of this Agreement, (v) Customer's or Authorized Users' negligence in the use of the Roofle Service.

7. **LIMITATION OF LIABILITY.**

ROOFLE SHALL NOT BE LIABLE FOR, NOR SHALL CUSTOMER MAKE ANY CLAIM (WHETHER BASED ON CONTRACT, TORT, STRICT OR STATUTORY LIABILITY, NEGLIGENCE OR OTHERWISE) FOR, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ROOFLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, LOSS OF GOODWILL, DATA OR OTHER INTANGIBLE LOSSES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR FACILITIES, DOWNTIME COSTS OR DAMAGES, AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS, ANY OF WHICH RESULT FROM: (i) THE USE OF OR THE INABILITY TO USE THE ROOFLE SERVICE, (ii) THE COST TO PROCURE SUBSTITUTE GOODS OR SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, OR (iv) ANY OTHER MATTER RELATING TO THE ROOFLE SERVICE.

IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE FOREGOING LIMITATION OF LIABILITY, CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT WILL ROOFLE'S LIABILITY FOR ANY CLAIM OR DAMAGES HEREUNDER EXCEED THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY CUSTOMER FOR THE THEN APPLICABLE ORDER FORM AT ISSUE.

8. **SUSPENSION**

8.1 **Suspension and Revocation of Roofle Service.** Roofle may suspend or revoke all or part of Customer's or any Authorized User's right to access or use the Roofle Service if Roofle determines:

- a) Customer's, any Authorized User's or any third party's access to or use of the Roofle Service (i) poses a security risk or threat to Roofle, any of its Affiliates or any third party, (ii) could adversely impact Roofle's or its Affiliates' systems or businesses or (iii) could subject Roofle, its Affiliates or any third party to liability, including any third-party Claim that the Roofle Service or related component infringes upon a third party's Intellectual Property Rights;
- b) Customer has violated any of the Roofle Service Restrictions outlined in Section 2.4 of this Agreement;
- c) Customer is in breach of this Agreement, including the payment of any Subscription Fee and/or Support Fee;
- d) any part of the Roofle Service depends on the provision or availability of any third party information, data or services, and such third party does not supply or is in capable of supplying such information, data or services;
- e) any Roofle Service cannot be provided to Customer or any Authorized User in accordance with Applicable Law;
- f) to terminate or suspend access to or provision of any Roofle Service across parts or all of its business; or
- g) it is necessary for any reason beyond Roofle's reasonable control.

8.2 **Information on Suspension.** Upon any suspension under Section 8.1, Roofle shall provide Customer reasonable information regarding the reason for suspension and expected period of suspension.

8.3 **No Liability.** For the avoidance of doubt, Roofle shall have no liability for any suspension under Section 8.1, provided, however, that Roofle shall, upon Customer's request, refund any pre-paid Subscription Fee

and/or Support Fee on a pro rata basis for the period of time relating to such suspension, except in the event of a suspension arising pursuant to Section 8.1(c).

9. PASSWORDS, ACCESS, AND NOTIFICATION.

9.1 Authorized User Accounts. As part of the Roofle Service, Authorized Users are required to create an account with a usernames and password. Roofle reserves the right to refuse registration of, or cancel accounts, usernames, and/or passwords it deems inappropriate. Roofle may designate in an Order Form the number of Authorized User Registrations permitted to use the Roofle Service. Customer acknowledges and agrees that Authorized Users are prohibited from sharing passwords and or usernames with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's or Authorized Users' passwords and usernames. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Content, and all other data of any kind contained within emails or otherwise entered electronically through the Roofle Service or under Authorized Users' accounts. Roofle will act as though any Electronic Communications it receives under passwords, usernames, and/or account numbers provided under this Agreement will have been sent by Customer. Customer agrees to notify Roofle if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, usernames, and/or account number.

9.2 Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to any use of the Roofle Service provided under this Agreement. Customer expressly consents and warrants, represents, and covenants that Authorized Users consent to Roofle's interception and storage of Electronic Communications and/or Customer Content, and Customer acknowledges and understands that such Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Roofle. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Roofle is not responsible for any Electronic Communications and/or Customer Content which are lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Roofle.

10. SOFTWARE SECURITY

10.1 Roofle's Security Efforts. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that Roofle may implement electronically security (e.g., signature security) in order to secure the Roofle Service or related materials. Customer agrees that Roofle may test and evaluate the Roofle Service, in any manner whatsoever, to assess usage of the Roofle Service and whether the Roofle Service contains malware.

10.2 Customer's Security Efforts. Customer shall put in place and maintain effective security measures to prevent access to and use of the Roofle Service by any unauthorized person and shall retain any materials provided by Roofle to Customer, and all copies such, under its effective control.

11. **CUSTOMER OBLIGATIONS.** In addition to fulfilling all other obligations of Customer set forth in this Agreement, Customer shall: (i) comply with all instructions from Roofle relating to the operation of the Roofle Service; (ii) implement and maintain a terms of use and privacy policy on any website or customer interface which uses and/or incorporates the Roofle Service; (iii) comply with any reasonable requirements or directions of Roofle from time to time with respect to, terms of use, privacy policies, disclaimers and attribution provisions to be displayed with any screen or other mechanism that Roofle utilizes to provide, publish or display results produced by the Roofle Service; and (iv) maintain the security of its user's identification and passwords and prevent the sharing or disclosure of such information with unauthorized third parties.

12. TERM & TERMINATION.

12.1 **Term.** This Agreement shall apply and continue in force for the Initial Term, and for any Renewal Term unless and until terminated as provided herein. in accordance with this Section 12 (*Term & Termination*).

12.2 **Termination by Roofle.** Roofle may terminate this Agreement, or any Roofle Service and applicable license, at any time and for any reason, by providing Customer no fewer than ten (10) calendar days' prior notice; provided, however, that Roofle may terminate this Agreement, with immediate effect and without prior notice to Customer:

- a) if Customer fails to pay, when due, any Subscription Fee, Support Fee or other charges or fees payable by Customer pursuant to this Agreement;
- b) upon a material breach by Customer of this Agreement;
- c) if Roofle determines or believes it cannot provide access to or use of the Roofle Service for commercial, legal, risk or regulatory reasons; or
- d) for any of the reasons set forth in Sections 8.1(a) through 8.1(f) (inclusive).

12.3 **Renewal by Customer.** Customer may opt out of renewing its subscription plan and therefore terminate this Agreement by providing Roofle no fewer than seven (7) calendar days' notice prior to the expiration of the Initial Term or Renewal Term, as applicable. In such event, this Agreement shall terminate as of the expiry of the Initial Term or Renewal Term, as applicable.

12.4 **Termination by Customer.** Customer may terminate this Agreement and any Roofle Service with immediate effect, by providing notice to Roofle if Roofle is in material breach of any term of this Agreement and such breach remains uncured for a period of thirty (30) calendar days from Roofle's receipt of notice of breach; provided, however, that for purposes of this Section, the complete unavailability of the Roofle Service to Customer for a period of ten (10) consecutive business days shall constitute a "material breach" of this Agreement by Roofle. In such an event, Customer shall have the right to terminate this Agreement with immediate effect at the conclusion of such ten (10) business day period.

12.5 **Refund Policy.** In the event Roofle terminates this Agreement pursuant to Section 12.2(c), or Customer terminates this Agreement pursuant to Section 12.4 and the asserted material breach is the complete unavailability of the Roofle Service, Roofle shall, upon Customer's request, refund any prepaid Subscription Fee and/or Support Fee on a *pro rata* basis.

13. EFFECT OF TERMINATION

13.1 Upon the termination of this Agreement, all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall: (1) immediately cease all use of, access to and all other activities related to the Roofle Service; and (2) Customer shall remain responsible for all fees and charges incurred through the date of termination of this Agreement.

- 13.2 **Surviving Terms.** The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement: Section 1 (*Definitions*), Section 3 (*Fees, Invoices and Payments*), Section 4 (*Disclaimer of Warranties*), Section 5 (*Intellectual Property Rights*), Section 6 (*Indemnification*), Section 7 (*Limitation of Liability*), Section 8 (*Suspension*), Section 10 (*Software Security*), Section 11 (*Customer Obligations*), Section 13 (*Effect of Termination*), Section 16 (*Representations and Warranties*), Section 18 (*Miscellaneous*), and Section 19 (*Governing Law, Submission to Jurisdiction, Dispute Resolution, Injunctive Relief*).

14 PRIVACY/DATA SECURITY

- 14.1 **Personal Information.** Customer acknowledges and agrees that use of the Roofle Service may result in the collection of certain information from Authorized Users, including (i) information which can be used to uniquely identify, contact, or locate a single person, or can be used with other sources to uniquely identify a single person; or (ii) any information considered “personal information” or “personal data” (collectively, “**Personal Information**”) under any Data Protection Laws (defined below). Roofle agrees to share the Personal Information with Customer, provided that Customer shall only be permitted to use Personal Information for the Permitted Use. Customer acknowledges and agrees that Roofle shall not be responsible for any liability relating to or arising out of Customer’s use of Personal Information, and further acknowledges and agrees that Roofle’s collection and use of Personal Information is governed by Roofle’s Privacy Policy.
- 14.2 **Applicable Laws.** The Parties agree that they shall comply with any applicable legislation protecting the Personal Information of natural persons, together with any Applicable Laws, rules, regulations, and regulatory requirements, as amended from time to time (collectively, the “**Data Protection Laws**”).
- 14.3 **Notification.** Each Party agree to promptly notify the other Party (and in any event, within twenty-four (24) hours) upon becoming aware of any unauthorized processing, destruction, alteration, or access of Customer’s or Authorized User’s Personal Information, by a third party, or the unauthorized disclosure of Personal Information to a third party (each, a “**Security Incident**”). The Party who first becomes aware of the Security Incident shall (i) investigate and reasonably cooperate with the other Party regarding the Security Incident; (ii) provide the other Party with such information as that Party may reasonably request regarding such Security Incident, unless prohibited by Applicable Law or law enforcement; and (iii) confer with the other Party in good faith with respect to appropriate remediation steps, including, but not limited to, addressing data breach notification requirements under applicable Data Protection Laws.

15. REPRESENTATIONS AND WARRANTIES

- 15.1 Each Party represents, warrants, and covenants to the other Party that:
- a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
 - b) it has the full right, power and authority, including any required or necessary regulatory licenses or authorizations, to enter into and perform its obligations under this Agreement, including to grant the rights and to provide the services contemplated by each Permitted Use;
 - c) the execution of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
 - d) it shall comply with Applicable Law in carrying out its obligations under this Agreement.
- 15.2 **Customer’s Representatives and Warranties.** Without prejudice to Section 15.1, Customer warrants and undertakes that (i) it shall not undertake any activities which would amount to, or facilitate or otherwise result in another person committing, tax evasion and (ii) it shall maintain reasonable procedures designed

to prevent any employees, agents or other persons who perform services for it or on its behalf from undertaking any such activities. Customer shall promptly report any apparent breach of this Section to Roofle and shall answer, in reasonable detail, any written or oral inquiry from Roofle related to Customer's compliance with this Section.

16. **NON-SOLICITATION.** Customer shall not, at any time, directly or indirectly, hire or attempt to hire any employee of Roofle without Roofle's prior written consent; provided that the foregoing shall not prohibit Customer from issuing advertisements of a general nature not specifically directed at any Roofle employee or from hiring a Roofle employee, so long as Customer is in compliance with this Section.
17. **TRADE SECRETS.** Customer acknowledges that the Roofle Services and all of its components are Roofle's trade secrets and that Roofle derives independent economic value from and has valuable rights in and to such trade secrets. Customer agrees not to (and not to permit any other party to) disclose or share the Roofle Service to any party without Roofle's prior written consent, except as expressly permitted by this Agreement.
18. **THIRD-PARTY MATERIALS.** Customer acknowledges that the Roofle Services may include or display software, content, data or other materials, including related information that is owned by third parties, that are provided to Customer on license terms that are in addition to those contained in this Agreement ("Third-PartyLicenses").
19. **RIGHT TO MODIFY, SUSPEND, OR DISCONTINUE SERVICES.** Roofle reserves the right at any time and from time to time to modify, suspend, or discontinue the availability of, temporarily or permanently, the Roofle Services (or any part thereof, including any Third-Party Licenses) with or without notice. Roofle's rights under this Agreement include, but are not limited to, the right to temporarily discontinue the availability of the Services on any day in order to maintain or upgrade the Roofle Service. Roofle shall not be liable to Customer or to any third party for any such modification, suspension or discontinuance of the Roofle Services.
20. **MISCELLANEOUS**
 - 20.1 **Force Majeure.** In no event will Roofle be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstance beyond Roofle's reasonable control, including acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes, blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority or any complete or partial government shutdown or emergency. For the avoidance of doubt, the foregoing shall include any failure or delay in fulfilling or performing any term of this Agreement as a result of or related to the COVID-19 pandemic. If a Force Majeure lasts longer than ten (10) consecutive business days, Customer may terminate the Roofle Service and receive a *pro rata* refund of any monies paid in connection with the terminated service.
 - 20.2 **Further Assurances.** Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing as may be reasonably requested of it by the other Party by notice to implement this Agreement.
 - 20.3 **Assignment.** No Party shall assign, sub-license, novate or otherwise transfer any of its rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, except that a Party may assign, novate or transfer any or all of its rights or obligations under this Agreement to any of its Affiliates or in connection with a sale of all or a substantial part of its business to which such rights and obligations pertain, and the other Party agrees and irrevocably consents to any such assignment, novation or transfer.
 - 20.4 **Notices.** Any notice, claim or demand in connection with this Agreement or with any arbitration under this Agreement (each, a "Notice") shall be sufficiently given to the recipient at (i) its registered address,

(ii) the address set out in the Order Form or (iii) an e-mail address as notified by the recipient to the notifying Party from time to time for purposes of this Agreement. Any Notice shall be in writing in English and may be sent by messenger, courier or by email. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received: (i) if delivered by messenger or courier, the date on which delivery is shown or evidenced to have occurred; or (ii) if sent by email, at the time of sending, provided that receipt shall not occur if the sender receives an automated message indicating that the email has not been delivered to the recipient. A notice under or in connection with this Agreement shall be in writing in the English language. In the absence of evidence of earlier receipt, a notice is deemed given upon receipt.

- 20.5 **Changes to this Agreement.** Roofle reserves the right to change and amend this Agreement at any time and for any reason and will notify Customer of any such changes by posting them on the Roofle Web Site or relevant Roofle Service platform. Customer's continued use of the Roofle Web Site and any of the Roofle Services after such changes have been made will constitute Customer's acceptance of such changes. If Customer does not agree with the new terms, Customer should cease using the Roofle Services.
- 20.6 **Waiver.** No failure or delay by any Party in exercising any right or remedy provided under this Agreement (including the invoicing of an amount payable to Roofle by Customer) shall operate as a waiver of it, nor shall a single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.
- 20.7 **UCITA and UN Conventions on Contracts.** The Parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Order Form between the parties.
- 20.8 **Contracts (Rights of Third Parties) Act 1999.** A person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 20.9 **Severability.** If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.
- 20.10 **No Partnership.** Nothing in this Agreement shall create a partnership between the Parties or makes a Party the agent of another Party for any purpose. Neither Party may pledge the credit of the other Party nor represent itself as being the other party nor an agent, partner, employee, or Representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other.
- 20.12 **Entire Agreement.** This Agreement supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement and contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law, which may be excluded by contract. In the event of any conflict between this Agreement and any other agreement between the Parties, this Agreement shall prevail to the extent of such conflict. The Parties acknowledge that they have not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it. Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it

may have to any claim, rights or remedies (excluding in relation to fraudulent misrepresentation) but including any right to rescind this Agreement which it might otherwise have had in relation to them.

- 20.13 **Governing Law.** This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of Minnesota.
- 20.14 **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Minneapolis, Minnesota before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 20.15 **Injunctive Relief.** Customer acknowledge that violation by Customer of any of the covenants made in this Agreement may cause Roofle irreparable harm for which Roofle may not be adequately compensated by monetary damages. In addition to other relief, Roofle may seek preliminary and permanent injunctive relief without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

SCHEDULE 1 – DEFINITIONS

For purposes of this Agreement, (i) the words “includes” and “including” shall mean “including without limitation;” (ii) the word “or” shall mean “and/or;” and (iii) words such as “hereof,” “herein,” “hereunder,” and similar words refer to this Agreement as a whole and not any particular section in which such words appear. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Under no circumstances will the “Uniform Computer Information Transactions Act,” the American Law Institute's "Principles of the Law of Software Contracts," as model laws or as adopted (whether entirely or in modification form) in any jurisdiction, or the United Nations Convention on Contracts for the International Sale of Goods, or similar acts, laws and conventions have any bearing on the interpretation or enforcement of this Agreement and the Parties hereby elect to opt out of all such acts, laws and conventions and agree they do not apply to this Agreement.

“**Affiliate**” means any entity that a Party directly or indirectly controls, is controlled by, or is under common control with, including any subsidiary or holding company of a Party.

“**Applicable Law**” means any applicable statute, law, ordinance, regulation, rule and other instruments in force from time to time, including the rules, codes or practice of a Governmental Authority.

“**Authorized Users**” means the Customer’s or Customer Affiliate’s customers, employees, consultants, contractors or sub-contractor or other users who are authorized to have access to and use the Roofle Service, in each case to use on Customer’s behalf as expressly permitted under this Agreement and limited to the Service option or product specified in the applicable Order Form.

“**Claim**” means any claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), grievance, complaint, demand, charge, investigation, examination, audit, arbitration, mediation or other process for settling disputes or disagreements, including any of the foregoing processes or procedures in which injunctive or equitable relief is sought and including attorneys’ fees incurred in asserting or defending against the foregoing.

“**Customer Content**” means Personal Information, and/or other information, images, moving images, videos, trademarks, drawings, blueprints, quotes, recommendations, pricing, reports or other content that Customer or Authorized Users post or upload on or through the Roofle Service.

“**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Roofle Service.

“**Governmental Authority**” means (i) any governmental, inter-governmental, parliamentary or supranational body, entity, agency or department or (ii) regulatory, self-regulatory or other authority, in each case with competent jurisdiction over a given Party.

“**Initial Term**” means the initial term of the Roofle Service subscription, as specified in any applicable Order Form.

“**Intellectual Property Rights**” means any and all rights, title and interest, presently or hereafter owned or acquired, under or related to any and all patents, inventions, copyrights, databases, design rights, trademarks and domain names, computer software, know-how and trade secrets and any other intellectual property rights of whatever nature, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection that may now or in the future subsist in any part of the world.

“**Order Form**” means the document in hard copy or electronic form by which Customer orders products, licenses and services, and which is agreed to by the Parties.

“Party” means either Roofle or Customer; **“Parties”** means both Roofle and Customer.

“Permitted Use” means use of the Roofle Service by Customer as indicated in Section 2.1 (*Roofle License Grant*).

“Renewal Term” means, by default unless otherwise specified in an Order Form, each subsequent twelve (12) month period following the Initial Term which, in each case, shall commence on the first calendar day immediately following the applicable term.

“Representatives” means, with respect to a Party, that Party and its Affiliates’ respective employees, officers, directors, consultants, contractors, service providers, subcontractors and advisors.

“Roofle Service” means any service provided by Roofle and purchased by a Customer through a Roofle Subscription Order Form.

“Services Data” means any data, information, reports, or derivative works generated or resulting from the Roofle Services, including but not limited to data generated from Customer Content.

“Subscription Fee” means the fees and costs payable by Customer to Roofle for the Roofle Service, as specified in any applicable Order Form.

“Support Fee” means the fees and costs payable by Customer to Roofle for the support services in connection with the Roofle Service, as specified in any applicable Order Form.