

## COMMERCIAL ROOFING CONTRACTOR CERTIFICATION PROGRAM AGREEMENT

This Commercial Roofing Contractor Certification Program Agreement (including its exhibits and other documents referenced herein, this “**Agreement**”) is made as of the later signing date below (the “**Starting Date**”), between MD, a company organized under the laws of the jurisdiction of Chesapeake Roofing Windows & Siding Inc whose address is 910 Soaring Eagle Ct, Davidsonville, MD, 21035 (“**you**” or “**your**”), and the GAF legal entity specified in Paragraph 1.b. below (“**GAF**”).

**NOW, THEREFORE**, in consideration of the foregoing premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Scope of Agreement; GAF Legal Entity.

a. Commercial Roofing Contractor Certification Program. This Agreement governs your participation in GAF’s Commercial Roofing Contractor Certification Program for commercial roofing contractors (the “**Program**”). From time to time, GAF and its direct and indirect subsidiaries may offer you certain products, services, leads, websites, applications, subscriptions, learning management systems, training courses and materials, rewards and loyalty programs, and accounts (collectively, the “**GAF Covered Services**”). Your access to and use of the GAF Covered Services are not governed by, or subject to, this Agreement, even if such GAF Covered Services are only available to you as a result of your membership in the Program, but rather they are subject to the General Terms and Conditions which may be found in the GAF Legal Documents section of the Document Library in the GAF Partner Portal (the “**General Terms**”). Fees and charges may apply with respect to the GAF Covered Services. For the avoidance of doubt, Services and Materials (as defined below) are not considered GAF Covered Services and the provisions of this Agreement, and not the General Terms, shall apply to all such Services and Materials.

b. GAF Legal Entity. For convenience, both GAF Materials LLC (“**GAF Materials**”) and GAF Canada ULC (“**GAF Canada**”) have signed this Agreement but both entities are not parties to it. If your address as specified in the first paragraph above is in the United States, then the only GAF legal entity to this Agreement is GAF Materials and all references to “GAF” in this Agreement shall be deemed to be references to GAF Materials only (and references to “party,” “parties,” “it” and “its” in this Agreement shall be interpreted accordingly). If your address as specified in the first paragraph above is in Canada, then the only GAF legal entity to this Agreement is GAF Canada and all references to “GAF” in this Agreement shall be deemed to be references to GAF Canada only (and references to “party,” “parties,” “it” and “its” in this Agreement shall be interpreted accordingly). In no event shall any GAF entity that is not the GAF legal entity to this Agreement be responsible or liable under this Agreement. Without limiting the foregoing, GAF Materials and GAF Canada shall not be jointly and severally liable under this Agreement.

### 2. Program.

a. Program Membership; Certifications. GAF hereby grants you the right to operate as a member of the Program only with the certifications specified in Exhibit A (each, a “**Certification**,” and collectively, the “**Certifications**”) and only for the technologies specified in Exhibit A (each, a “**Technology**,” and collectively, the “**Technologies**”), with all the rights, privileges, and obligations of a participating member in the Program for each Certification, as more fully described below, and subject to all the terms and conditions set forth in this Agreement. GAF reserves the right, at any time, to modify or discontinue the Program, in whole or in part, including, without limitation, modifying or discontinuing any of the Certifications or Technologies, upon notice to you. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation. Upon thirty (30) days prior written notice to you, GAF may charge you fees in connection with the Program and/or the Certifications.

b. Program Guidelines. You shall at all times comply with GAF’s guidelines that are applicable to your Certifications currently located at <https://www.gaf.com/Commercial-Program-Guidelines> (the “**Program Guidelines**”), which Program Guidelines are hereby incorporated by reference into this Agreement. From time to time, GAF may update, some or all of, the Program Guidelines by posting an updated version to <https://www.gaf.com/Commercial-Program-Guidelines> (or another location specified there). It is your responsibility to review the Program Guidelines periodically to ensure that you are familiar, and are complying, with the most recent version.

### 3. Term and Termination.

a. Term. This Agreement is not effective until it is signed by you and GAF. The initial term of this Agreement will begin on the Starting Date and continue for (i) the remainder of the then-current term of any agreement between you and GAF in place as of the Starting Date that had granted you a right to operate as a member of the Program (a “**Pre-Existing Agreement**”); or (ii) one (1) year, if there is no such Pre-Existing Agreement (in the case of (i) or (ii), the “**Initial Term**”), subject to earlier termination as provided herein. After the Initial Term, this Agreement will automatically renew for consecutive one (1) year periods (each, a “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”), unless either party provides the other party with written notice of termination at least thirty (30) days prior to the expiration of the then-current Term and so long as you have provided GAF the information required in Paragraph 4.b. by the time specified therein and at the time of such renewal you are in compliance with the requirements set forth in Paragraph 4.a.

b. GAF Termination for Convenience. GAF may terminate this Agreement and remove you from the Program entirely and/or revoke any or all of your Certifications or Technologies, with or without cause, at any time upon at least thirty (30) days’ prior written notice to you.

c. GAF Termination for Default. GAF may, at its option, terminate this Agreement and all rights granted hereunder effective immediately upon written notice to you if any of the following events occur: (i) you become legally insolvent or make a general assignment for the benefit of creditors, a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, you are adjudicated bankrupt, or a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (ii) you or any person with direct or indirect control over your management or policies engages in deceptive, misleading, or unethical practices, is charged with or convicted of any crime or offense that GAF believes is likely to have an adverse effect on GAF, GAF’s affiliates, the Program, the GAF Intellectual Property (as defined below), the goodwill associated therewith, or GAF’s interest therein, or engages in behavior that, in the sole judgment of GAF, is in violation of your obligation to uphold the operating principles set forth in Paragraph 6.a.; (iii) a change of control of your business; (iv) you attempt to assign or transfer in any manner this Agreement, or any rights, privileges, or obligations under this Agreement, in breach of Paragraph 14; (v) you have made any material misrepresentation or omission in your applications for membership in the Program, Certifications, or Technologies; or (vi) you breach any provision of, or fail to satisfy any obligation or requirement under, this Agreement.

d. Contractor Termination. You may terminate this Agreement, with or without cause, at any time upon at least thirty (30) days’ prior written notice to GAF.

e. Effect of Termination. Upon the expiration or termination of this Agreement for any reason or a permitted transfer of this Agreement, all rights granted hereunder to you shall immediately terminate. You must immediately cease use of all GAF Intellectual Property and return, at GAF’s request, any other materials GAF provided to you, and pay any and all amounts due to GAF and its affiliates. You must cease holding yourself out as a special class of contractor, completely de-identify with the Program, and comply with the non-disparagement, confidentiality, and other provisions of this Agreement which survive its expiration or termination. Notwithstanding the expiration or termination of this Agreement for any reason or a permitted transfer of this Agreement, you must continue to make repairs described in Paragraph 6.b. The provisions of Paragraphs 3.e., 6.b., 6.d., 6.g., 6.i., 6.j., 7, 8, 10, 11, 12, 13, 16, 17, and 18 of this Agreement, as well as any other provisions of this Agreement which expressly or by implication are intended to remain in force following the expiration or termination of this Agreement or are necessary to interpret the respective rights and obligations of the parties, will survive the expiration or termination of this Agreement.

#### 4. Eligibility Requirements.

a. To be eligible to participate, and to remain in good standing and continue to participate, in the Program, you must meet the following requirements: (i) satisfy the years of business experience and other requirements specified in the Program Guidelines for your Certifications; (ii) have and maintain all necessary or applicable licenses, insurances, and permits; and (iii) have and maintain the insurance identified in Paragraph 6.j. You represent, warrant, and covenant to GAF that, as of the Starting Date and at all times during the Term, you meet the requirements set forth in this Paragraph 4.a.

b. It is your responsibility to ensure your compliance with the requirements set forth in Paragraph 4.a. No

less than thirty (30) days prior to the commencement of a Renewal Term or within thirty (30) days of a request from GAF, you will provide GAF all information that it reasonably requests to confirm your compliance with the requirements set forth in Paragraph 4.a. You acknowledge that GAF may, from time to time and at its expense, contact such regulators, bureaus, agencies, services, brokers, or third party references as GAF deems necessary to ensure your compliance with the requirements set forth in Paragraph 4.a. You shall promptly notify GAF of the loss, suspension, or restriction of your licenses, insurance, or permits, your loss of the required insurance coverage, or your failure to maintain the required rating with your local Better Business Bureau. You shall also promptly notify GAF of any inquiry or action by any governmental authority regarding your business or your provision of services.

5. Commitments of GAF.

a. Services and Materials. In connection with the Program, GAF may, in its sole discretion, provide, or offer to provide, you some or all of the following services or materials that are designed to enhance your business (the “**Services and Materials**”). GAF reserves the right to charge you fees in connection with the Services and Materials. GAF may modify or discontinue any of the Services and Materials at any time upon notice to you. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation.

i. Group Purchasing. Help you gain access to group buying programs (“**Buying Programs**”). GAF cannot, and does not, guarantee that any Buying Programs will be available or advantageous to you, and GAF does not make any representations or warranties with respect to any provider of any Buying Programs or the products and/or services available in connection with such Buying Programs.

ii. Installation and Safety Manuals and Examinations. Provide installation and safety training manuals.

iii. GAF Content. Make marketing materials, images, product information, warranty and guarantee information, and other content available to you about GAF’s products and services (collectively, the “**GAF Content**”). GAF grants you a limited, royalty free, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term, to use any such GAF Content that GAF makes available to you solely for the purpose of advertising, promoting, and selling GAF’s products and services and advertising your Certification(s) in your Designated Territory. From time to time, GAF may update GAF Content by making such updated content available to you. It is your responsibility to review the GAF Content periodically to ensure that you are using the most recent content. You will not make modifications or alterations to GAF Content without prior written approval from GAF in each instance. GAF may, in its sole discretion, require you to modify or discontinue your use of GAF Content at any time at your own expense.

iv. Advisory. Provide certain general assistance and field support as determined in GAF’s sole discretion to help you in the ongoing operation, advertising, and promotion of the Program.

b. Additional Services. At your request, and at GAF’s cost (or less), GAF will be reasonably available to provide on-site installation/safety training (which may include such topics as proper installation techniques and safety at the worksite), selling skills training (which may include topics such as generating leads, selling GAF products, and closing the sale), and general business management training (which may include such topics as the management and motivation of personnel).

c. Guarantees. Subject to the terms and conditions of this Agreement, GAF authorizes you to offer to your customers certain product warranties and guarantees covering GAF roofing systems that you sell and install, which because of the workmanship levels required of the contractors for GAF to extend these warranties and guarantees to customers, may only be offered by members of the Program with the applicable Certifications for the authorized Technologies and in some cases certain other authorized parties (such warranties and guarantees, the “**Guarantees**”). The Guarantees that you are authorized to offer to your customers vary by, and depend upon, your Certifications as indicated in the Program Guidelines. You may only offer your customers the Guarantees for your Certifications and your Technologies as specified in the Program Guidelines. GAF may change the Guarantees that are authorized for any Certification or Technology at any time. GAF reserves the right, at any time, to modify the terms of the Guarantees, discontinue any Guarantees, or offer new Guarantees, upon notice to you. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation.

6. Your Commitments.

a. Operating Principles. At all times, you shall: (i) comply with all laws relevant or applicable to your businesses, including, without limitation, performing all work as a contractor and communications related to your businesses, your receipt and use of the Services and Materials and GAF Intellectual Property, and your obligations under this Agreement; (ii) uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation and professional business management practices (such practices to include, without limitation, operating in compliance with all applicable tax, corporate governance, employment, and business operations laws, rules, and regulations; maintaining a diligent process to screen, hire, and evaluate Your Personnel and subcontractors, including, where practicable, using background checks; and abstaining from deceptive or unfair trade practices); (iii) maintain a good credit history; and (iv) comply with the GAF Code of Conduct found in the Program Guidelines. You shall not use any subcontractor unless such subcontractor can comply with the foregoing terms of this Paragraph 6.a. and the other terms set forth herein which refer to subcontractors. “**Your Personnel**” means each director, officer, manager, employee, agent, and representative of, and each natural person employed or retained by, you or any of your subcontractors.

b. Workmanship Defect Coverage.

i. For each of your installations on which GAF has issued a Guarantee that covers application errors in the installation of GAF products, at your sole cost and expense, you shall make all repairs of any installations by you of GAF products that deviated from GAF’s requirements, which deviations are discovered, or were discoverable, during the period commencing from the date GAF issued the applicable Guarantee and ending on the later of the date that is two (2) years from the date (A) GAF issued such Guarantee; and (B) you completed, to GAF’s reasonable satisfaction, all punch list items that GAF required you to complete in connection with GAF’s issuance of the Guarantee (“**Punchlist Items**”).

ii. You shall complete any Punchlist Items in accordance with GAF’s requirements no later than thirty (30) days after notification from GAF and provide photographs if required by GAF. If Punchlist Items for any roof covered by a Guarantee are required because of leaking, you shall complete those repairs in accordance with GAF’s requirements no later than ten (10) days after notification from GAF. If you need to make an emergency repair to a roofing system which is not performing, you must (A) stop the leak (GAF will reimburse you without prior approval up to \$750 in your local currency); and (B) call GAF to develop an action plan. If there is a GAF product not performing and it is not an emergency, you are required to call GAF’s Guaranteed Claims Department to develop an action plan.

c. Guarantees.

i. General. You may only offer your customers the Guarantees for your Certifications and Technologies as specified in the Program Guidelines or that are otherwise authorized in advance by GAF. You acknowledge and agree that your participation in the Program is in connection with your long-standing established business, which has included the sale of GAF roofing products which carry with them certain GAF customer warranties or guarantees, under your current business name and practices, and you are not entering into a new business. You also acknowledge and agree that (A) you and GAF anticipate that the incremental revenue you may receive from the sale of Guarantees are likely to represent less than 20% of your revenue; and (B) you have not relied on any promise, warranty, or guaranty, as to the potential volume, profits, or success of your business or your sale of Guarantees, as a result of your membership in the Program. During the Term, you will promote the sale of Guarantees to your customers in connection with your installation of GAF roofing products. To offer Guarantees at any time, you must provide GAF’s representatives safe access to the roof that will be covered by the Guarantee and allow for interim inspection during the installation (and, in some cases, pre-inspection).

ii. Taxes. You hereby acknowledge that any Guarantees you purchase from GAF are with the intent to resell such Guarantees to your customers and you shall provide GAF with all applicable resale certificates required by any governmental body or agency. Further, you acknowledge that GAF will not collect, and will have no liability for collecting, any sales, use, or other related tax, if applicable, from you in connection with the sale of any Guarantee. You agree to collect any sales, use, or other related tax, if applicable, from your customers in connection with the resale of any Guarantee.

d. Guarantee Administration. You must notify GAF of all Guarantees you sell to customers no later than fourteen (14) days prior to the start of installation. GAF reserves the right not to issue a Notice of Award for any

Guarantee (i) for which GAF is not provided notice at least fourteen (14) days prior to the start of installation; (ii) for which GAF has not received the full Guarantee fee; or (iii) that does not meet the appropriate Guarantee eligibility requirements. If a property owner seeks a resolution directly from GAF, GAF reserves the right to seek indemnification from you pursuant to Paragraph 10. GAF reserves the right, at its sole discretion, to issue a Notice of Award for Guarantees prior to receipt of the full Guarantee fee provided that you have notified GAF of such Guarantee at least fourteen (14) days prior to the start of installation and you have followed all of GAF's other procedures for awarding of a Guarantee. Whether this Agreement is terminated by you or GAF, for any Guarantees for roofs installed prior to the termination date to be effective, such Guarantees must be registered by you by no later than thirty (30) days after such termination date.

e. Training. If indicated in the Program Guidelines for your Certification, your Guarantee installation projects must be supervised by a foreman who has passed the applicable self-administered examination for the appropriate roofing system to which the Guarantee applies, and prior to your initial installation of a GAF Single Ply or a GAF Liquid-Applied Membrane system, as applicable, you must schedule and attend a training session conducted by GAF authorized personnel.

f. Inspections. For all of your projects covered by a Guarantee, you must maintain an average GAF inspection score that is to GAF's reasonable satisfaction.

g. Advertising. If you choose to do so, you may promote GAF's products and services and your Certification(s) in your Designated Territory on your company website, social media channels, print and digital advertising, customer presentations, and other content that you create (collectively, "**Contractor Content**") so long as you comply with the advertising section of the Program Guidelines and the Brand Guidelines (as defined below). You are solely responsible for ensuring that your advertising, marketing, and Contractor Content comply with the terms of this Agreement, and all applicable laws, rules, and regulations, including, but not limited to, federal, provincial, state, and local privacy, anti-spam, and telemarketing laws.

h. Contractor Locator. In connection with your participation in the Program, you acknowledge and agree that GAF may in its sole discretion include information about your businesses on, and/or include a hyperlink to your web page from, websites, applications, and other online properties operated by GAF or third parties (collectively, "**GAF Online Properties**"), include you in GAF's contractor locator tool to identify you as a member of the Program when a potential customer types in a zip/postal code within a 100 mile (160 kilometer) radius of your principal business address, provide potential customers with information about your businesses, including, but not limited to, your phone number, so that a customer may contact you, and enable customers to contact you, including, but not limited to, via email, text, and phone. You acknowledge and agree that GAF, in its sole discretion, will determine the search parameters in its contractor locator tool, and depending upon such parameters, you may not be identified when a customer searches for a contractor in its contractor locator tool. You further acknowledge and agree that on the page that describes your businesses in GAF's contractor locator tool, GAF may present customer reviews, whether received by GAF or a third party, and such other information about your businesses and you as GAF determines in its sole discretion. GAF makes no guarantee that you will receive any specific number of customers by virtue of GAF including information about your businesses or you on any GAF Online Properties, having a hyperlink to your web page from any GAF Online Properties, or including you in GAF's contractor locator tool. You acknowledge that there are no minimum commitments by GAF with respect to the number of customer contacts you will receive in connection with this Agreement, and you further acknowledge that it is possible that you may not receive any such customer contacts in connection herewith. You further acknowledge and agree that GAF may, at any time in its sole discretion, remove the information about your businesses, you, and/or the hyperlink to your web page from any or all GAF Online Properties and/or remove you from GAF's contractor locator tool.

i. Non-Disparagement. During the Term and after the expiration or termination of this Agreement for any reason, you will not make any false, misleading, or disparaging statements about GAF, GAF's affiliates, or any of its or their competitors to any of GAF's or its affiliates' customers or consumers or potential customers or consumers, GAF's or its affiliates' vendors or potential vendors, the media, or otherwise.

j. Insurance.

i. You, at your sole cost and expense, shall procure and maintain in full force and effect during the Term and for longer if specified below, the following types of insurance and in the amounts indicated:

A. Commercial General Liability Insurance: written on an occurrence basis, including coverage for premises liability, contractual liability and completed operations liability, for bodily injury and property damage, with limits of at least \$1,000,000 (in your local currency) per occurrence. Completed operations coverage shall be kept in force for at least one (1) year from the date of installation; and

B. Worker's Compensation: statutory worker's compensation benefits or local equivalent covering you and all Your Personnel.

ii. All insurance required to be maintained under this Agreement and any amendments thereto shall be written with reputable insurers and such insurers shall endeavor to provide GAF with thirty (30) days written notice of cancellation, termination, or adverse material change in such insurance. No less than five (5) business days prior to the effective date of this Agreement, and thereafter within five (5) business days upon GAF's request, you shall furnish GAF's representative with original certificates of insurance evidencing the above insurances. The certificates of insurance shall show GAF as a "certificate holder". No later than the renewal date of any insurance policies required by this Agreement, you shall supply GAF with new, original certificates of insurance in compliance with the terms of this Agreement.

iii. You shall not permit any subcontractor to perform work or services, or any portion thereof, unless such subcontractor is and remains insured in accordance with the above requirements. You shall indemnify, defend, and hold harmless GAF from and against the failure of any such subcontractor to be so insured. Prior to allowing any subcontractor onto the jobsite, you shall obtain from the subcontractor an original certificate of insurance evidencing all of the above insurance requirements and supply same to GAF. No later than the renewal date of any insurance policies required of a subcontractor by this Agreement, you shall obtain from such subcontractor and supply to GAF new, original certificates of insurance evidencing such subcontractor's renewed insurance policies as required by the terms of this Agreement.

iv. You agree that you and each of Your Personnel and subcontractors shall comply with all applicable Worker's Compensation (or local equivalent) laws, and you shall, from time to time, at the request of GAF, furnish evidence satisfactory to GAF that all payments to be made by you, Your Personnel, and your subcontractors required by such laws have been and are being made.

v. GAF shall not be liable for, nor have any obligation to insure against, any loss or damage to machinery, tools, or any other non-expendable items or personal property owned or rented by you, Your Personnel, and/or your subcontractors, and GAF shall not be liable for any loss or damage thereto.

k. Roofing System Approval References. You shall provide references, including such reference's address, contact information and manufacturer of the roofing system installed, as requested by GAF to demonstrate experience in the Technologies for which you seek approval.

## 7. Information.

a. Your Information. You represent, warrant, and covenant to GAF that all information you have provided, or will provide, to GAF in connection with this Agreement, the Program, the Services and Materials, or otherwise, including, but not limited to, information in your Program membership and Certification and Technologies applications, documents and other materials you provide in connection with your applications and all other information you provide regarding you, your organization, Your Personnel, and your subcontractors (collectively, "**Your Information**"), is, and shall be, true, complete, and accurate in all respects and that you have all necessary rights, licenses, approvals, and consents to provide Your Information to GAF. Without limiting the foregoing, you shall provide and obtain all legally required notices and consents and otherwise have all lawful authority before making Your Information available to GAF, including, without limitation, any notices or consents legally required for GAF to use, disclose, and otherwise handle such information as set forth in Paragraph 7.b. below. You shall maintain evidence of those notices and consents and provide such evidence to GAF promptly in response to any demand made during the four (4) years after the date you provided the information to GAF. It is your responsibility to maintain the currency, completeness, and accuracy of Your Information, and in the event any of Your Information changes, you shall promptly notify GAF.

b. Handling of Your Data. You consent to GAF's handling of Your Information as described in GAF's privacy policy currently located at <https://www.gaf.com/privacy-policy> (the "**Privacy Policy**") as it may be amended

by GAF from time to time. Without limiting any provisions in the Privacy Policy, you hereby expressly permit GAF to disclose or share Your Information to third parties as necessary to facilitate your participation in the Program and your enablement, receipt, and use of any Services and Materials. GAF is not responsible for any disclosure, modification, or deletion of Your Information resulting from access by such third parties, including, without limitation, the providers of any Services and Materials.

8. **Confidentiality.** During the Term and after the expiration or termination of this Agreement for any reason, you shall keep confidential the confidential and proprietary information of GAF and its affiliates, including, without limitation, the contents of this Agreement and other details of the Program (other than details that are publicly available), and any other information about GAF's and its affiliates' operations, marketing plans, and products, obtained as a result of your participation in the Program. Any such confidential information shall be used only for your operation of your business that is participating in the Program under this Agreement, and you shall divulge such confidential information and material only to your employees, subcontractors, or agents (collectively, "**Representatives**") who need to know such information so that you may comply with the requirements of the Program, provided that you shall be liable for any unauthorized disclosure or use thereof by any of your Representatives. Upon receipt of a request from a customer or potential customer regarding the terms of your relationship with GAF, you are permitted to disclose only the terms of this Agreement.

9. **Trademarks.**

a. **License.** GAF grants you a limited, royalty free, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term, to use certain trademarks, service marks, certification marks, and logos, whether registered or not, that are provided by GAF (the "**GAF Marks**") solely for the purpose of identifying your Certification(s) and the GAF products and services that you sell, in your Designated Territory, so long as your use complies with GAF's brand guidelines currently located at <https://www.gaf.com/Brand-Guidelines> ("**Brand Guidelines**"), which Brand Guidelines are hereby incorporated by reference into this Agreement, and the other terms and conditions of this Agreement. From time to time, GAF may update, some or all of, the Brand Guidelines by posting an updated version to <https://www.gaf.com/Brand-Guidelines> (or another location specified there). It is your responsibility to review the Brand Guidelines periodically to ensure that you are familiar, and are complying, with the most recent version.

b. **Your Obligations.** Except as expressly permitted herein, you shall not directly or indirectly use or register, in whole or in part, anywhere in the world, any GAF Marks or any similar mark as a trademark, service mark, part of a company name, corporate name, doing business as name, trade name, product name, service name, domain name, or social media account. If at any time prior to the execution of this Agreement or during the Term, you directly or indirectly apply to register, acquire, or own any rights in any GAF Marks or any similar mark or domain name that contains any GAF Marks or similar marks, or you have otherwise violated Paragraphs 9.a. or 9.b., you shall assign any rights you have acquired to the entity designated by GAF. You shall (i) conduct your business in a manner that reflects favorably at all times on GAF, GAF's affiliates, and the GAF Marks; (ii) not use the GAF Marks in any manner that is deceptive, inaccurate, misleading, unethical, obscene, disparaging, or in any other way that may have a negative impact on the reputation or goodwill of GAF, GAF's affiliates, or the GAF Marks; (iii) not alter, obscure, or remove any GAF Marks, trademark, or copyright notices, or any other proprietary rights notices included by GAF on GAF's products, in marketing materials, or in other materials provided by GAF; (iv) not assign, transfer, or grant permission to use the GAF Marks to any other party, except as expressly permitted by this Agreement; (v) only market and sell GAF's products under the GAF Marks, and not any other trademark, service mark, logo, or other indicia of origin; (vi) not copy or imitate GAF website designs, GAF Marks, or typeface; and (vii) not represent yourself as GAF or any of GAF's affiliates or use the GAF Marks in any manner that would imply sponsorship or endorsement by GAF or any of GAF's affiliates. Upon request, you shall provide GAF with samples of materials that contain any GAF Marks, and you shall change, correct, or discontinue the use of any such materials at your own expense if requested to do so by GAF. GAF may, in its sole discretion, require you to modify or discontinue your use of GAF Marks at any time at your own expense.

c. **GAF's Rights.** You acknowledge and agree that all of the GAF Content, GAF Online Properties, GAF Marks, trademark, and service mark registrations and applications, internet domain names, websites, copyrights, trade secrets, patents, patent applications, and all other intellectual property rights relating to GAF and its affiliates and the goodwill associated therewith (collectively, "**GAF Intellectual Property**"), are and shall remain the exclusive

property of GAF. You agree that your use of the GAF Intellectual Property as authorized by this Agreement and all goodwill and benefit arising from such use shall inure to the sole and exclusive benefit of GAF. During and after the Term, you will not (i) question or dispute the ownership, title, right, or interest of GAF or its affiliates in any GAF Intellectual Property; (ii) use any GAF Intellectual Property, except as expressly authorized by this Agreement; or (iii) contest GAF's right to register, maintain, use, or license others to use any GAF Intellectual Property. You shall take all steps necessary to ensure that all GAF Intellectual Property remains vested in GAF. If at any time, you acquire or own any rights in any GAF Intellectual Property, you shall, at GAF's sole discretion, assign those rights to the entity designated by GAF. You shall notify GAF immediately if you become aware of any actual, threatened, or suspected infringement of any GAF Intellectual Property, or any claim or threatened claim that any GAF Intellectual Property infringes the intellectual property rights of another party. GAF will have sole discretion to take or refrain from taking any action deemed appropriate in order to preserve and protect the ownership, identity, and validity of the GAF Intellectual Property, and if any administrative proceeding or litigation takes place concerning the GAF Intellectual Property, GAF will control that matter.

10. Release and Indemnification. You, on your own behalf and on behalf of Your Personnel and subcontractors, hereby release and discharge GAF, its affiliates, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the "**GAF Parties**") from, and agree that Your Personnel, subcontractors, and you hereby waive and shall not assert any action or claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your business operations and Your Personnel's, your subcontractors, and your acts and omissions, whether in connection with your businesses, the Program, or otherwise, including, without limitation, your presentations, advertising, and other marketing materials; (b) Your Personnel's and your (i) participation in the Program, (ii) access to, receipt of, and use of the Services and Materials and GAF Intellectual Property, and decisions based on your participation in the Program and your access to, receipt of, and use of the Services and Materials and GAF Intellectual Property; (c) a claim by any of Your Personnel or subcontractors, including, without limitation, based on any aspect of your engagement or employment with Your Personnel or subcontractors; (d) a claim by any of your customers or prospective customers, including, without limitation, in connection with any services you provide to them or your advertising or marketing materials; and/or (e) a claim by any provider of any Buying Programs or a third party provider of any Services and Materials ((a) through (e), collectively, the "**Release**"). You shall immediately notify GAF of and indemnify and hold harmless the GAF Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges of any kind (including, but not limited to, reasonable fees and expenses of attorneys) suffered or incurred by any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any claim, demand, action, lawsuit, or any other legal action whatsoever brought by Your Personnel, your subcontractors, you, your customer or prospective customer, or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (A) any matter covered by the Release; (B) Your Personnel's or your breach of any provision of this Agreement, including, but not limited to, any terms of the Program Guidelines; and/or (C) Your Personnel's or your violation of any laws relevant or applicable to your businesses (such as Canada's Anti-Spam Legislation, if applicable), your use of the Services and Materials, and your other obligations under this Agreement.

11. DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR PROHIBITED BY APPLICABLE LAW, THE PROGRAM, SERVICES AND MATERIALS, AND GAF INTELLECTUAL PROPERTY ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO YOUR PARTICIPATION IN THE PROGRAM AND YOUR ACCESS TO, RECEIPT OF, AND USE OF ANY SERVICES AND MATERIALS AND GAF INTELLECTUAL PROPERTY IS WITH YOU. SHOULD THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR THEIR SERVICING AND/OR REPAIR. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, SERVICES AND MATERIALS, AND GAF INTELLECTUAL PROPERTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE. THE GAF PARTIES DO NOT WARRANT THAT THE PROGRAM, SERVICES AND MATERIALS, OR GAF INTELLECTUAL PROPERTY WILL MEET YOUR REQUIREMENTS IN ANY RESPECT; THAT THE OPERATION, RECEIPT, OR USE OF ANY OF THEM WILL BE UNINTERRUPTED OR ERROR FREE; THAT ERRORS IN ANY OF THEM CAN OR WILL BE CORRECTED;



OR THAT DATA AND CONTENT PRESENTED BY, CONTAINED OR MADE AVAILABLE WITHIN, OR IN CONNECTION WITH THE PROGRAM, SERVICES AND MATERIALS, OR GAF INTELLECTUAL PROPERTY, OR OTHERWISE DERIVED FROM YOUR PARTICIPATION IN THE PROGRAM OR YOUR RECEIPT OR USE OF THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY, WILL BE ACCURATE, COMPLETE, OR RELIABLE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DECISIONS YOU MAKE BASED ON YOUR PARTICIPATION IN THE PROGRAM AND YOUR RECEIPT AND USE OF THE SERVICES AND MATERIALS AND GAF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT, LIMITATION, ANY DATA AND/OR CONTENT YOU HAVE ACCESS TO OR RECEIVE IN CONNECTION THEREWITH. INFORMATION TRANSMITTED OVER THE INTERNET OR STORED ON SYSTEMS REACHABLE FROM THE INTERNET IS INHERENTLY INSECURE, AND THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY, OR THE INFORMATION TRANSMITTED BY THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY, WHETHER SUCH INFORMATION IS TRANSMITTED TO YOUR MOBILE DEVICE OR NETWORK, OR OTHERWISE. THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OR USABILITY OF ANY SECURITY MEASURES FOR THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY, OR THAT THE SERVICES AND MATERIALS OR GAF INTELLECTUAL PROPERTY WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO GAF PARTY SHALL HAVE RESPONSIBILITY OR LIABILITY FOR ANY LOSS CAUSED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RESULTING TO YOUR MOBILE DEVICE OR NETWORK. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO GAF TO GRANT THE RIGHTS CONTAINED IN THIS AGREEMENT AND TO PROVIDE YOU WITH MEMBERSHIP IN THE PROGRAM AND ACCESS TO AND USE OF THE SERVICES AND MATERIALS AND GAF INTELLECTUAL PROPERTY.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE RELEASE, THE WARRANTY DISCLAIMER, AND OTHER DISCLAIMERS IN THIS AGREEMENT, IN NO EVENT SHALL (A) ANY GAF PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES; LOST REVENUE; LOST PROFITS; OR LOST OR DAMAGED DATA ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM AND YOUR ACCESS TO, RECEIPT OF, AND USE OF ANY SERVICES AND MATERIALS AND GAF INTELLECTUAL PROPERTY, EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF ALL GAF PARTIES FOR ANY DIRECT DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM AND YOUR ACCESS TO, RECEIPT OF, AND USE OF ANY SERVICES AND MATERIALS AND GAF INTELLECTUAL PROPERTY, EXCEED \$100. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY OF ANY KIND AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT A GAF PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY OR CONDITION, OR LIMIT OR EXCLUDE ANY LIABILITY, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF THE GAF PARTY'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

13. Independent Contractor.

a. Independent Contractor. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, 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, subsidiary, joint venturer, partner, employee,

or servant of the other for any purpose whatsoever. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship.

b. Notice of License to Public. During the Term and after the expiration or termination of this Agreement for any reason, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF other than as a member of the Program with your Certifications and Technologies, as permitted by this Agreement, and you shall not identify yourself as an employee or agent of GAF.

c. Your Personnel. You are, and shall be, solely responsible for (i) the regulation of Your Personnel's and your subcontractors working conditions and for compliance with all applicable laws, rules, and regulations with respect to Your Personnel, including, but not limited to, worker's compensation, privacy, labor, employment, discrimination, harassment or retaliation, environmental, safety and health rules, regulations, policies and laws; and (ii) all decisions concerning matters of Your Personnel's and your subcontractors' hiring, firing, discipline, payroll practices, employee benefits, and communication. GAF will not be responsible for, involved with, or have any responsibility or liability with respect to, your working conditions, hiring, firing, discipline, employee benefits, or any other aspect of the relationship between any of Your Personnel or subcontractors and you. You will never represent or imply to Your Personnel or subcontractors that they are, or will be, employed by GAF or any of its affiliates. GAF shall not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business, Your Personnel, or your subcontractors.

d. No Agency. The parties understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, guarantee or warranty (other than Guarantees as expressly permitted by this Agreement), or representation on GAF's behalf, to bind GAF, or to incur any debt, or other obligation in GAF's or its affiliates' names, and that GAF and its affiliates shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of yours in your conduct of your business or any claim or judgment arising therefrom against GAF or any of its affiliates.

14. Assignment. GAF may sell, assign, or otherwise transfer all, or any part of, its rights or obligations under this Agreement to any other person or legal entity, including, but not limited to, a competitor, provided the assignee assumes all of GAF's assigned obligations. The rights, privileges, and obligations of membership in the Program are granted only to you as the contractor under this Agreement and are not assignable or transferable in any manner to any other person or entity, without the prior express written consent of GAF, which may be given or withheld in GAF's sole discretion. GAF may require as a condition to any transfer that (a) you sign a general release in favor of GAF and its affiliates and all of your outstanding accounts be paid in full; and (b) the new contractor qualifies and signs the current form of this Agreement, agrees to attend any training GAF requires, and satisfies any other criteria required by GAF in its sole discretion.

15. Communications. You hereby agree to receive communications and messages from GAF, its affiliates, and third parties in connection with this Agreement, the Program, any Services and Materials, or otherwise, in any form or channel of communication, including, but not limited to, mail, e-mail, fax, mobile push notifications, and SMS/text notifications. You agree that all communications and messages that GAF and third parties provide to you electronically (such as through email) satisfy any legal requirement that such communications be in writing. 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 marketing communications from GAF or third parties.

16. Governing Law; Jurisdiction; Disputes Between the Parties.

a. Governing Law; Jurisdiction. This Agreement, and any claims, suits, proceedings, and other actions of any kind ("**Claims**"), arising out of, relating to, or concerning this Agreement, and the discussions contemplated hereby, shall be interpreted and construed under the substantive laws based on the GAF entity entering into this Agreement as set forth in the table below. For all Claims, each party hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts specified in the table below based on the GAF entity entering into this Agreement (and each party agrees not to commence any Claims except in such courts). Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of the venue of any Claim arising out of this Agreement, in the jurisdiction specified in the table below based on the GAF entity entering into this Agreement, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

<b>GAF Legal Entity to Agreement (per Paragraph 1.b.)</b>	<b>Choice of Law</b>	<b>Exclusive Jurisdiction</b>
GAF Materials LLC	New Jersey	Federal and state courts located in Morris County, New Jersey
GAF Canada ULC	Laws of Ontario and the federal laws of Canada applicable therein	Courts of Toronto, Ontario, Canada

b. Disputes Between the Parties. To the extent permitted by applicable law, any Claim that you may have against GAF must be brought within two (2) years of the date such Claim first accrued. ALL CLAIMS MUST BE BROUGHT IN EACH PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR SIMILAR, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AND GAF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW.

17. Notices. Subject to Paragraph 15, all notices or other communications required or permitted under this Agreement will be in the English language, in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Notices for GAF should be sent to 1 Campus Drive, Parsippany, NJ 07054, Attention: Vice President, Certified Program & Services, with a copy to GAF’s General Counsel at the same address. Notices to you shall be sent to the address listed on the first page of this Agreement.

18. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire, full, and complete agreement between the parties hereto concerning the subject matter hereof and supersedes all prior agreements between the parties with respect to such subject matter, whether written or oral, including, without limitation, the Pre-Existing Agreement, if any. Subject to GAF’s right to update the Program Guidelines, Brand Guidelines, and GAF Content, and Paragraph 18.b., no amendment, change, or variance from this Agreement shall be binding on the parties hereto unless contained in a writing signed by the parties.

b. Amendment of Agreement by GAF. GAF retains the right to modify this Agreement at any time upon written notice to you (an “**Amendment Notice**”). Notwithstanding Paragraph 3.a., if you do not accept or agree to such changes, you may terminate this Agreement without penalty by giving written notice to GAF no later than thirty (30) days after your receipt of the Amendment Notice, and GAF shall then (i) refund to you an amount equal to the purchase price of any Guarantees which have not yet been sold to a customer; and (ii) register Guarantees for any project that was bid prior to your notice of termination as long as you identify in your termination notice any project for which you may wish to register a Guarantee.

c. Severability. Each provision of this Agreement shall be considered severable, and, if for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such invalid provision shall not impair the operation of, or have any other effect upon, any other provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto.

d. Due Diligence. You acknowledge that you have conducted an independent investigation of all aspects relating to the Program and recognize that the benefits to participation in the Program as a member as contemplated by this Agreement will be largely dependent upon your skills and ability as an independent businessperson. You acknowledge that you have received, read, and understand the terms and conditions of this Agreement, and that you have been afforded ample time and opportunity to consult with advisors of your own choosing about the benefits and obligations of membership in the Program pursuant to this Agreement.

e. Headings. All headings in this Agreement are intended solely for the convenience of the parties, and

none will be deemed to affect the meaning or construction of any provision.

f. Third Party Beneficiaries. All GAF Parties are intended third party beneficiaries of this Agreement and, upon your acceptance of this Agreement, all GAF Parties will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Subject to the preceding sentence, this Agreement is between you and GAF and there are no third party beneficiaries.

g. Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

h. Remedies Cumulative. Except as otherwise expressly stated in this Agreement, all remedies provided in this Agreement are cumulative and in addition to and not in lieu of any other remedies available to a party under this Agreement, at law, or in equity.

i. Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English. *C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.*

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by email or other electronic means, including, without limitation, a generally recognized electronic signature program, shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the dates set forth below.

**Company Name:**

Signature: Robert Burkhart

Name: Chesapeake Roofing Windows & Siding Inc

Date: 7/19/2023

**Solely if your address specified in the first paragraph of this Agreement is in the United States:**

**GAF MATERIALS LLC**

Signature: 

Name: Bobby Fischer

Title: VP, Partner Programs, Marketing

Date: 7/19/2023

**Solely if your address specified in the first paragraph of this Agreement is in Canada:**

**GAF CANADA ULC**

Signature: 

Name: Bobby Fischer

Title: VP, Partner Programs, Marketing

Date: 7/19/2023

**SEE EXHIBIT A FOR YOUR CERTIFICATIONS AND TECHNOLOGIES. YOU MAY ONLY OFFER YOUR CUSTOMERS THE GUARANTEES FOR THE CERTIFICATIONS AND TECHNOLOGIES LISTED IN EXHIBIT A AS SPECIFIED IN THE PROGRAM GUIDELINES OR AS OTHERWISE SET FORTH IN THIS AGREEMENT.**

**EXHIBIT A**  
**CERTIFICATIONS AND TECHNOLOGIES**

During the Term, you are authorized to participate as a member of the Program only with the Certifications and Technologies specified in the table below.

<b>Certifications</b>	<b>Technologies</b>
Authorized (LS)	Asphaltic, Restoration, Single-ply

**YOU ARE AUTHORIZED TO OPERATE AS A MEMBER OF THE PROGRAM ONLY WITH THE CERTIFICATIONS AND TECHNOLOGIES IDENTIFIED IN THE TABLE ABOVE. YOU SHALL AT ALL TIMES COMPLY WITH THE PROGRAM GUIDELINES THAT ARE APPLICABLE TO THE CERTIFICATIONS IDENTIFIED IN THE TABLE ABOVE. WITHOUT LIMITING THE FOREGOING, YOU ARE ONLY AUTHORIZED TO OFFER YOUR CUSTOMERS THE GUARANTEES FOR THE CERTIFICATIONS AND TECHNOLOGIES IDENTIFIED IN THE TABLE ABOVE AS SPECIFIED IN THE PROGRAM GUIDELINES OR AS OTHERWISE SET FORTH IN THIS AGREEMENT.**