FIRESTONE BUILDING ENVELOPE SYSTEMS APPLICATOR AGREEMENT

License # 334948

This Building Envelope Systems Applicator Agreement ("Agreement") is made as of May 11, 2020 ("Effective Date") by and between **Firestone Building Products Company, LLC**, an Indiana limited liability company ("Firestone"), and **EGuard Roof and Safety Systems, LLC**, a limited liability company ("Applicator").

1. GRANT OF LICENSE

(a) Firestone grants to Applicator the non-exclusive right to purchase and install the following Building Envelope System(s):

FULL LICENSE

FIRESTONE

☐ EPDM ☐ THERMOPLASTIC ☐ APP/SBS/BUR ☐ METAL ROOF

GENFLEX

☐ EPDM ☐ THERMOPLASTIC

GACO

☒ ROOF COATINGS ☒ ROOF FOAM ☐ WATERPROOFING – DECKS

☐ WATERPROOFING – TANKS & BELOW GRADE

LIMITED LICENSE

FIRESTONE

☐ SKYSCAPE™ ☐ SKYPAVER™ ☐ SKYLIGHTS

(individually and collectively the "Building Envelope Systems"). For purposes of this Agreement, the term "Full License" above shall mean that an Applicator who is approved for a Full License for Firestone EPDM, and/or TPO, and/or APP/SBS/BUR, and/or METAL ROOF applications shall also be an approved applicator for SKYSCAPE, SKYPAVER, and SKYLIGHTS. However, an Applicator granted a "Limited License" for SKYSCAPE, and/or SKYPAVER, and/or SKYLIGHTS shall not necessarily be an approved applicator for EPDM, THERMOPLASTIC, APP/SBS/BUR, or METAL ROOF applications unless otherwise noted above. Firestone may modify the Building Envelope Systems under Applicator's License at any time upon written notice to Applicator.

(b) Firestone reserves the right to sell, distribute, and install Building Envelope Systems directly or through others, at Firestone's sole discretion.

2. GENERAL DUTIES OF APPLICATOR

Applicator shall:

(a) Use its best efforts to sell and promote the use of Firestone's Building Envelope Systems.

(b) At Firestone's request, provide adequate assurances of Applicator's financial responsibility.

(c) Attend sufficient Firestone training meetings to assure quality and conformity of installed Building Envelope Systems, and pay for travel, lodging, and living expenses while attending such meetings. Applicator agrees not to begin any installation of Building Envelope Systems until Applicator has attended at least one training meeting and/or is reasonably satisfied that Applicator has received details, installation instructions, procedures, and updates sufficient to complete installation in accordance with written Building Envelope Systems specifications in place when project is initiated.

(d) Follow all written Building Envelope Systems specifications, details, installation instructions, and procedures in place when project is initiated.

(e) Purchase from and pay Firestone in full for all Building Envelope System products according to price quotations and terms furnished by Firestone representatives at the time of bid.

(f) Timely provide Firestone or its representatives all requested information on the Building Envelope System installation, including but not limited to the following forms (available on-line or provided by Applicator): Pre-Installation Notice (PIN), Approved Envelope Drawing (AED), Request for Inspection (RFI), Repairs for Warranty (RFW), and Leak/Repair Notification.

(g) If a manufacturer's warranty is required, furnish to the owner of each structure on which Building Envelope Systems will be installed (the "Building Owner"), a copy of the warranty indicated by Applicator on PIN provided to Firestone as one which will ultimately be issued by Firestone to the Building Owner during the bid-phase.

(h) Comply with all federal, state, and local laws, regulations, and governmental orders, including but not limited to The Fair Labor Standards Act, Walsh-Healy Act, Equal Employment Act of 1972, and Occupational Safety and Health Act.

(i) Not use any subcontractors that are not licensed by Firestone to perform Building Envelope System applications, installations, alterations, flashings, or repairs, or otherwise change the condition of the Building Envelope System without receiving prior written approval from Firestone. However, Applicator may use non-licensed subcontractors for the installation of other components not manufactured or supplied by Firestone, such as plants and growth media for garden systems, or other such components as permitted by Firestone.

(j) Use only Firestone supplied or approved components permitted by current Firestone Technical Specifications on projects warranted by Firestone.

(k) Report all leaks to Firestone Warranty Services promptly after learning of such leaks.

(l) Provide such assistance as requested by Firestone in connection with the investigation, resolution, and/or litigation of any customer complaints (including, without limitation, reports of leaks).

(m) Comply with, and render all assistance to Firestone necessary to ensure that Firestone and Applicator are in compliance with all governmental laws, ordinances, rules, and regulations applicable in connection with the sale or shipment of any Firestone Products into, or use or service of any Firestone Products or the fulfillment of any of Applicator's obligations under this Agreement including, but not limited to, the payment of any taxes (excluding Firestone income taxes), obtaining of any governmental permits or approvals, and testing of any Firestone Products. Applicator shall also cooperate fully with Firestone in complying with any governmental agency order or rule which may obligate Firestone to remedy any problem with, or defect in, any Firestone Products, including identification of the specific locations of any such Products.

(n) Promptly notify Firestone in writing of any possible infringement by any third party of any trademark, trade name or other intellectual property right of Firestone of which Applicator becomes aware as well as any claim of infringement of any intellectual property right against Firestone or Applicator as the result of any of Applicator's or Firestone's actions pursuant to this Agreement.

(o) Follow all directives issued by Firestone from time to time related to Firestone's warranties on the Building Envelope Systems.

(p) Take all actions, including use of any legally enforceable disclaimers that may be required by the laws of the jurisdiction in which it solicits a sale to prevent the creation of implied warranties by Firestone or Applicator.

(q) Applicator covenants and agrees that all reports and other information provided to Firestone under this Agreement shall be true, accurate, and complete.

3. GENERAL DUTIES OF FIRESTONE

Firestone shall:

(a) Provide Applicator with instructional materials and training, which in Firestone's judgment are necessary to ensure quality and uniformity in the installation of the Building Envelope Systems.

(b) Provide Applicator a supply of promotional materials, which in Firestone's judgment are adequate for Applicator's use in the sale and promotion of the Building Envelope Systems.

(c) At Firestone's discretion, furnish Applicator without charge technical assistance and advice for the purpose of evaluating the watertight integrity of the installation of the Building Envelope Systems. Any information provided to Firestone to assist its evaluation shall be reviewed solely for conformity with technical requirements of the Building Envelope System as contained in current Firestone Technical Specifications and not for any other purpose, including but not limited to: reviewing or approving structural design, the integrity of the structure, or its structural parts. It is acknowledged that Firestone does not engage in the practices of engineering or architecture.

(d) Provide to Building Owner, at price quoted to Applicator at time of bid, Firestone's limited warranty. If Firestone's specifications, details, installation procedures or instructions were not followed, or if Firestone has not been paid in full for Building Envelope System materials and the warranty, Firestone reserves the right to refuse to issue the limited warranty. Applicator shall be notified of such refusal and shall be given the opportunity to remedy the situation so that the limited warranty can be issued.

4. PRE-INSTALLATION NOTICE

(a) For every project on which Applicator is to install Building Envelope Systems that will require a limited warranty to be issued by Firestone, Applicator shall submit online: a Pre-Installation Notice (PIN) of the project, an approved envelope drawing (AED) of the project, and all other specifications, drawings, and details requested by Firestone in order for Firestone to make a good-faith determination on the watertight integrity and warrantability of the project. PIN's must be submitted a minimum of fourteen (14) calendar days prior to the commencement of installation of the Building Envelope Systems.

(b) Firestone's review of the above plans, details, and other information is for the purpose of evaluating watertight integrity and warrantability only.

5. APPLICATOR'S RESPONSIBILITY FOR REPAIR

For every project that is issued a limited warranty by Firestone, Applicator shall:

(a) For a period of two (2) years beginning with the date of completion of the Repairs For Warranty (RFW) or, in the event a warranty is not issued pursuant to paragraph 3(d), then for a period of two (2) years beginning with the completion of the installation of the Building Envelope Systems, repair upon request of either Building Owner or Firestone, at Applicator's expense, any leaks caused by faulty handling or installation of the Building Envelope Systems, including but not limited to the use of materials not manufactured or approved in writing by Firestone. Applicator must provide Firestone Warranty Services with documentation of leak notifications directly from Building Owner. Notifying Firestone's authorized sales representative is not notice to Firestone Warranty Services as required by this section.

(b) Assist Firestone, at Firestone's option, in inspecting Building Envelope Systems installed by Applicator and warranted by Firestone at any time prior to the expiration of Applicator's two (2) year repair obligation, and at Applicator's expense follow such instructions and make such repairs deemed necessary in the judgment of Firestone to assure watertight integrity. Provided Applicator has installed the Building Envelope Systems and made all such repairs in accordance with Firestone's published technical specifications and/or written repair instructions, Applicator shall have no further responsibility for the Building Envelope Systems after Applicator's two-year repair obligation has elapsed, and Firestone shall not make any demand or claim against Applicator concerning any new claims for Applicator's workmanship or handling of materials. Notwithstanding the foregoing, however, Applicator shall continue to be responsible for such claims that arose or were pending prior to the expiration of Applicator's two-year repair obligation.

6. LIMITED WARRANTY TO APPLICATOR

Firestone warrants its material to be free from manufacturing defects. Firestone's liability and Applicator's remedies are limited to Firestone's replacement of defective material, F.O.B. destination. Replacement of defective material will be made only upon Firestone's inspection of the material and after a claim has been filed with Firestone's Customer Service Department. After such inspection and written approval from Firestone for the return, Applicator shall return the defective material according to Firestone's shipping instructions, and Firestone shall pay the shipping cost. Title to the returned material shall pass upon Firestone's acceptance of the material.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. FIRESTONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. FIRESTONE SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7. INDEPENDENT CONTRACTOR

Applicator shall act only in Applicator's legal capacity as an independent contractor. In no event shall Applicator be deemed an employee, franchisee, or agent of Firestone. Firestone is not a franchisor. Applicator has no authority to act for or on behalf of Firestone or to bind Firestone in any way whatsoever and Applicator shall not so hold itself out as having such authority. Applicator is not authorized to make or extend any promises, representations, or warranties with respect to the Building Envelope Systems except as set forth in Firestone's published technical specifications. Applicator is authorized to supply a copy of Firestone's current approved warranty for any commercial project registered with Firestone, along with published product literature and samples.

8. INTELLECTUAL PROPERTY AND USE OF LOGOS, ETC.

Applicator agrees that any intellectual property it may conceive, create, or develop in the course of its performance of this Agreement or that relates in any manner to the Building Envelope Systems shall be the sole property of Firestone and hereby assigns all such intellectual property to Firestone. Applicator agrees, upon request, to execute at no additional cost any formal assignments or other documents Firestone may request to effectuate the foregoing assignment.

Applicator shall not use the names 'Firestone', 'GenFlex', or 'Gaco', logos, or any other trademark or trade name of Firestone or its affiliates in Applicator's firm name, internet domain name, or assumed name, or in any other manner. Applicator may indicate in correspondence or advertising related to the Building Envelope Systems that it is licensed by Firestone to install Building Envelope Systems under the Firestone, GenFlex, or Gaco brand names (as applicable). However, such association must be done in a manner that is consistent with Firestone's then current advertising policies for Building Envelope Systems. Upon expiration or termination of this Agreement for any reason, Applicator shall immediately discontinue any use of any name, logo, trademark, trade name, or domain name used by Firestone or its affiliates. Except for the right to carry out the duties set forth in this Agreement, Applicator acknowledges that it does not have and will not acquire, whether by reason of this Agreement or otherwise, any right, title, or interest, direct or indirect, in any trademark applied to, or to labels affixed to, the Building Envelope Systems.

9. INSURANCE AND INDEMNITY

(a) Applicator shall maintain commercial general liability insurance with companies reasonably acceptable to Firestone with limits of at least $2,000,000 per occurrence combined single limit, which insurance shall be primary and not entitled to contribution from any insurance maintained by Firestone and may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies. Such insurance shall contain a waiver of subrogation clause in favor of Firestone and Firestone Building Products Company, LLC shall be made an additional insured under the policy with respect to all operations or services performed by Applicator installing the Building Envelope Systems. Applicator's policy shall evidence the following endorsements: Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization CG 2010 (0413) or its equivalent and Additional Insured – Owners, Lessees or Contractors – Completed Operations – CG 2037 (0413) or its equivalent. Applicator shall also maintain Contractors Pollution Liability - $1 Million Limit of Liability–specifically addressing coverage for mold. The policies required in this Section 9 shall not be canceled, nor reduced in coverage, until after thirty (30) days' written notice to Firestone. Certificates of insurance shall be furnished to Firestone upon request.

(b) Applicator shall indemnify, defend, and hold Firestone and its parent, subsidiaries, affiliates, officers, directors, managers, agents, and employees harmless from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys' fees (collectively referred to as "Damages") arising out of or resulting from: (i) intentional misconduct or gross negligence on the part of Applicator or Applicator's employees, agents, and third parties with whom Applicator has a relationship so that it may fulfill its obligations under this Agreement; and (ii) Applicator's breach of any provision of this Agreement; provided, however, the foregoing indemnification obligations shall not apply to the extent that such Damages arise from the sole negligence or intentional misconduct of Firestone or its employees.

(c) Damages, losses or expenses subject to indemnification under this Section 9 shall include, without limitation, the following:
   (i) any breach by Applicator of its representations, warranties, covenants, or agreements set forth in this Agreement and any other agreements between Applicator and Firestone (or any affiliate of Firestone);
   (ii) any misrepresentation of Firestone products in Applicator's marketing or sales activities; and,
   (iii) warranties made by Applicator, either express or implied, above and beyond the applicable standard warranty for the Building Envelope Systems.

(d) Firestone shall indemnify, defend, and hold Applicator and its parent, subsidiaries, affiliates, officers, directors, managers, agents, and employees harmless from and against all Damages arising out of or resulting from: (i) intentional misconduct or gross negligence on the part of Firestone or Firestone's employees, agents, and third parties with whom Firestone has a relationship so that it may fulfill its obligations under this Agreement; and (ii) Firestone's breach of any provision of this Agreement; provided, however, the foregoing indemnification obligations shall not apply to the extent that such Damages arise from the sole negligence or intentional misconduct of Applicator or its employees.

(e) If any Damages are caused by the negligence or fault of both Applicator, on the one hand, and Firestone, on the other hand, the apportionment of said Damages shall be shared between Applicator and Firestone based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees, and expenses incident thereto.

(f) Any defense tendered under this indemnity provision shall be with counsel reasonably acceptable to the indemnitee. In the event that any claim, action, or proceeding is threatened or made against Applicator or Firestone which may impose liability on the other party under this indemnity, each party shall promptly serve written notice on the other party of such claim, action, or proceeding and the other party shall have the option to join in the defense of the claim at its own expense.

10. TERMINATION

(a) Either party may terminate this Agreement at any time, without cause, on thirty (30) days prior written notice. Such right to termination is absolute and unrestricted.

(b) This Agreement may be terminated by either party immediately for breach of any covenant contained herein or, subject to any provisions of law to the contrary, if there is an adjudication of Applicator as bankrupt or insolvent, or entry of an order, remaining unstayed by appeal or otherwise for 30 days, appointing a receiver or trustee for Applicator, or for all or any of its property, or approving a petition seeking reorganization or other similar relief under the bankruptcy or other similar laws of the United States of America or any state, or the filing by the Applicator of a petition seeking any of the foregoing or consenting thereto, or the filing by the Applicator of a petition to take advantage of any debtor's act, or making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debt as they mature.

(c) Firestone and Applicator acknowledge and agree that neither shall be liable to the other for damages by reason of the termination of this Agreement pursuant to its terms; provided, however, that termination of this Agreement shall not relieve Applicator from its obligations and liabilities hereunder including but not limited to its obligations: (i) regarding indemnity and trademarks, (ii) to repair Building Envelope Systems as provided in Section 5(a), (iii) to complete the installation of Building Envelope Systems undertaken and not completed by Applicator by the date of the termination notice, and (iv) to make all payments due or accrued to Firestone and other material suppliers.

(d) Unless otherwise agreed in writing by both parties, termination of this Agreement as provided herein shall automatically cancel all accepted orders for Building Envelope Systems not shipped by Firestone by the date of Firestone's or Applicator's receipt of the termination notice. Upon termination, Applicator will immediately furnish to Firestone a list of all projects for which Applicator has been awarded contracts for the installation and use of Building Envelope Systems. As a condition to filling orders if Applicator’s account is in arrears, Firestone at its option may require Applicator to furnish a surety bond or, if such bond has previously been furnished, an additional surety bond in an amount acceptable to Firestone but not to exceed the aggregate amount of all remaining projects under contract, valued at Applicator's bid value.

11. FORCE MAJEURE

Neither party shall be held responsible for delays or failure to perform hereunder (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state, or local law, regulations, or ordinances, or Firestone's inability to secure raw materials or energy or for any other causes beyond a party's control.

12. COMPLIANCE WITH LAWS

Applicator agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either: (a) is illegal under any laws, decrees, rules, regulations, executive orders, procedures, or policies in effect in either the United States or applicable countries; or (b) would have the effect of causing Applicator or Firestone to be in violation of any laws, decrees, rules, regulations, executive orders, procedures, or policies in effect in either the United States or applicable countries. Applicator shall not, for any illegal or improper purpose, make any payment or grant any other consideration to another party in connection with any transaction covered by this Agreement. Without limiting the foregoing, Applicator and its officers, directors, managers, employees, and agents shall at all times comply with: (i) the Foreign Corrupt Practices Act, which among other things, prohibits the offering, promising, or paying of bribes or monies, directly or through intermediaries, to government officials, politicians, or political parties for the purpose of obtaining or retaining business; (ii) the Inter-American Convention Against Corruption, which among other things, prohibits active bribery, passive bribery, transnational bribery, illicit enrichment, improper use of confidential information, the use of influence on public authorities for illicit personal gain, or the diversion of property or assets; and (iii) all applicable antitrust and/or price discrimination laws, decrees, rules, regulations, executive orders, procedures, or policies.

13. CONFIDENTIALITY

Applicator and Firestone each hereby covenant and agree that neither it nor its respective directors, officers, managers, employees, or agents will disclose or suffer the disclosure of any of the other party’s confidential information or trade secrets, which shall include, but not be limited to: customer lists, product information, prices, discounts, warranty information, territories, manufacturing processes, or technical data relating to a party’s products and/or services, and any

other confidential or proprietary information belonging to the other party (including, without limitation, any information that is defined as a "trade secret" pursuant to applicable law).

14. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF BUSINESS OPPORTUNITY, PUNITIVE, OR LOSS OF USE DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE CLAIM RELATING TO THIS AGREEMENT, THE BUILDING ENVELOPE SYSTEMS OR A PARTY'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, EXCEPT: (I) AS MAY ARISE FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF APPLICABLE LAW OR REGULATION; OR (II) AS MAY ARISE FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION SHALL NOT APPLY TO ACTUAL, OUT-OF-POCKET EXPENSES INCURRED BY A PARTY AND FOR WHICH THE OTHER PARTY HAS AN INDEMNIFICATION OBLIGATION UNDER SECTION 9.

15. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

(a) No provision of this Agreement shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party, which waiver shall be effective only with respect to the specific obligation and instance described therein.

(b) The rights created by this Agreement are personal and not assignable, and the obligations imposed upon Applicator are not delegable without the written consent of Firestone which consent shall not be unreasonably withheld, provided, however, that Firestone may assign this Agreement to its successors as well as to any entity or corporation now or hereafter owned or controlled by or affiliated with Firestone (defined as any corporation controlling or under common control with Firestone). This Agreement shall inure to the benefit of and may be enforced by Firestone, its parents, successors and assigns.

(c) This Agreement constitutes the entire Agreement between the parties and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution nor delivery hereof except as specifically set forth in this Agreement. No change, alteration, modification or addition to this Agreement shall be effective unless in writing and signed by an authorized Firestone employee. A mere acknowledgement or acceptance of any acts or performance by either party inconsistent with the terms of this Agreement shall not be deemed an acceptance or approval by Firestone of such inconsistent acts or performance with respect to subsequent transactions. This Agreement supersedes and is in lieu of all prior agreements or arrangements between the parties. The captions in this Agreement are for convenience only and shall not affect the interpretation hereof. In the event of any conflict between the terms of this Agreement and the terms of any exhibits, attachments, specifications, or any other documents or correspondence, the terms of this Agreement shall prevail unless such document expressly states otherwise and has been approved in writing by Firestone.

(d) This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee, without regard to conflicts of law principles. Any suit arising out of this Agreement or the rights and/or obligations hereunder shall be heard exclusively in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

(e) The covenants and restrictions in this Agreement are separate and divisible to the maximum extent possible, and in the event any covenant, provision or portion of this Agreement is determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. If any particular covenant, provision or clause, of this Agreement is determined to be unenforceable or invalid for any reason, including, without limitation, the time period, geographical area, and/or scope of activity covered by any restrictive or confidentiality covenant, provision, or clause, the parties acknowledge and agree that such covenant, provision or clause shall automatically be deemed reformed such that the contested covenant, provision or clause will have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law.

(f) The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

(g) Each party hereby acknowledges and agrees that each

- has read this Agreement in its entirety prior to executing it,
- understands the provisions and effects of this Agreement, and

- has consulted, or has had the opportunity to consult, with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with such party's execution of this Agreement. Therefore, no provisions of this Agreement will be construed against the drafter of this Agreement.

(h) Any terms in this Agreement which by their nature must survive after the Term to give their intended effect shall be deemed to survive termination or expiration of this Agreement.

(i) This Agreement may be executed in the original, by facsimile or, by PDF in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(j) All notices shall be deemed to have been duly given if mailed certified or registered mail, return receipt requested, or by nationally-recognized overnight courier service, with charges prepaid, as follows:

If to Firestone:
Firestone Building Products Company, LLC
200 4th Avenue South
Nashville, TN 37201

With a copy to the Firestone Law Department at the same address.

If to Applicator:
EGuard Roof and Safety Systems, LLC _____
_____
_____
Attention: _____

(End of text of Agreement. Signatures on following page)

This is an uncontrolled copy of an approved document. It is only valid at 5/11/2020

IN WITNESS WHEREOF, the parties hereto, by their authorized officers or representatives, have executed this Agreement as of the date first above written.

FIRESTONE:
Firestone Building Products Company, LLC

By: _____

Michael Huber

Director, Warranty Services

Date: May 11, 2020

APPLICATOR:
EGuard Roof and Safety Systems, LLC

By: _____

Print Name: Geoffrey Everitt

Title: Managing Member

E-mail: Geoff@egaurdroofing.com

Date: 05/11/20

ATTEST: _____

Print Name: Ryan Beadle

Title: Administrative Officer

Date: 05/11/20

REPAIR CONTRACTOR DATABASE AGREEMENT

License # 334948

This Repair Contractor Database Agreement ("**Agreement**") is entered into on May 11, 2020 ("Effective Date") by and between Firestone Building Products Company, LLC, an Indiana limited liability company ("**FIRESTONE**"), and EGuard Roof and Safety Systems, LLC**,** ("**CONTRACTOR**"). FIRESTONE and CONTRACTOR may be referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, FIRESTONE is in the business of manufacturing, distributing, and selling building products, systems, and warranties (the "**Building Products**"), and CONTRACTOR is in the business of installing and repairing building products and systems; and

WHEREAS, the Parties are interested in establishing a relationship for the possible repair of Building Products warranted by FIRESTONE.

NOW, THEREFORE, FIRESTONE and CONTRACTOR hereby agree as follows:

1. TERM; TERMINATION

This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term (the "**Term**"). Either Party in its sole discretion may terminate this Agreement immediately upon written notice to the other Party.

2. DATABASE; PURCHASE ORDERS

(a) Database. During the Term, CONTRACTOR will be eligible for selection by FIRESTONE to perform repair work on the Building Products. In furtherance of the foregoing, FIRESTONE may list CONTRACTOR in its "Repair Contractor" database(s) (the "**Database(s)**") available to the public on FIRESTONE's website(s); provided, that FIRESTONE shall not have any liability to CONTRACTOR arising out of the use or performance of its website(s), including any delay or inability to use the website(s). For the avoidance of doubt, this Agreement does not cover any repair work required to be performed pursuant to any Building Envelope Systems Applicator Agreement with FIRESTONE or any of its affiliates. Upon termination of this Agreement, FIRESTONE shall remove all references to CONTRACTOR from the Database(s).

(b) Purchase Orders. At any time and from time to time during the Term, FIRESTONE may (but is not required to) issue a work order or purchase order (each, a "**Purchase Order**") to CONTRACTOR for repair work and any other services to be performed by CONTRACTOR (the "**Services**") on buildings where the Building Products have been installed.

3. CONTRACTOR DUTIES

(a) Purchase Orders. If CONTRACTOR accepts a Purchase Order issued by FIRESTONE, CONTRACTOR shall timely and fully perform the Services described therein, and adhere to any and all terms and conditions as may be set forth in the applicable Purchase Order. CONTRACTOR shall use commercially reasonable efforts to ensure that appropriate personnel is on site ready to: (i) investigate and repair leak sources that CONTRACTOR can locate and (ii) perform any other Services as may be set forth in the applicable Purchase Order within forty-eight (48) hours of CONTRACTOR'S acceptance of a Purchase Order.

(b) Work Standards. CONTRACTOR shall perform the Services in accordance with applicable industry standards. CONTRACTOR warrants that all Services shall be performed in a safe, good and workmanlike manner and that the Services, including all materials and equipment used by CONTRACTOR to perform the Services, shall conform to all requirements and specifications identified in this Agreement and in the applicable Purchase Order and shall be free from defects in materials and workmanship. All Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. CONTRACTOR shall use commercially reasonable efforts to locate all roof leaks on the site in accordance with the work standards set forth in this Section 3(b).

(c) Equipment, Supplies and Expenses. CONTRACTOR shall provide all equipment and supplies to properly perform the Services, and shall pay for all fuel, uniforms, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of CONTRACTOR, and all other expenses whatsoever incurred in the performance of the Services.

(d) Licenses. CONTRACTOR shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for CONTRACTOR to do business in all jurisdictions where any part of the Services are to be performed. CONTRACTOR shall also obtain all licenses, permits, certificates and authorizations necessary in connection with CONTRACTOR's performance of the Services, and give all notices required under applicable law.

(e) Employees. CONTRACTOR shall, at all times, enforce strict discipline and good order among its employees and shall not employ to perform the Services any unfit person or anyone not skilled in performance of the Services. CONTRACTOR shall take all action necessary to ensure that its employees shall at all times work in harmony with, and shall not interfere with or disrupt, the activities of the building owner or any other contractor or third party at the work site. CONTRACTOR shall provide a competent and well trained on-site supervisor for performance of the Services. CONTRACTOR shall maintain an employee training program to ensure maximum efficiency of performance of the Services and to ensure the safety of all persons at the work site. CONTRACTOR shall keep the work site free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations.

(f) Compliance. CONTRACTOR shall (and shall cause its personnel to) (a) comply with all requirements of local, state, federal, applicable country, foreign, and international laws, rules, and regulations applicable to the subject matter of this Agreement, (b) conduct its business affairs under this Agreement in accordance with the principles set forth in FIRESTONE's code of ethics, code of conduct or similar policies, (c) refrain from making any payment or granting any other consideration to another party in connection with any matter covered by this Agreement for any illegal or improper purpose, and (d) refrain from making any disparaging statements concerning FIRESTONE or the Building Products.

(g) Documentation; Invoices.

i. Documentation. CONTRACTOR shall prepare and complete all documentation as may be set forth in the applicable Purchase Order or as otherwise required by FIRESTONE in connection with the Services. In preparing all such documentation, CONTRACTOR will separate and list all costs associated with material and labor as well as warrantable and non-warrantable repairs.

ii. Warrantied Services. For all Services covered by a current FIRESTONE warranty, CONTRACTOR shall send all documentation and the associated invoice within thirty (30) days of completing the Services to FIRESTONE. FIRESTONE will accept billings via e-mail provided that all supporting documents are attached to the message. CONTRACTOR will not be paid for any Services billed after such date.

iii. Non-Warrantied Services. For all other Services, CONTRACTOR shall use commercially reasonable efforts to invoice the owner of the building(s) where the Services are performed.

(h) Temporary Repairs. When responding to a leak service call on FIRESTONE's behalf and permanent repairs are not possible due to inclement weather or for any other reason beyond CONTRACTOR's control, CONTRACTOR agrees that it will always attempt a temporary repair, if feasible, to sources of roof leaks, warrantable or non-warrantable, subject to any dollar limitations set forth in the applicable Purchase Order or otherwise notified to CONTRACTOR, to try to stop water intrusion into the building until permanent repairs to the Building Products may be made and coordinated with the building owner.

(i) Permanent Repairs To Non-Warrantable Items. If a permanent repair of a leak can feasibly be performed within the dollar limit initially authorized and the leak source is clearly a non-warrantable item (e.g., cuts, tears, punctures, etc.), CONTRACTOR shall perform the permanent repair and invoice the building owner. Whenever possible, CONTRACTOR will show any non-warrantable deficiencies to the building owner prior to undertaking the repair. CONTRACTOR must submit to FIRESTONE before and after pictures of all repairs, whether permanent or temporary, warrantable or non-warrantable.

(j) Repairs to Building Components. FIRESTONE shall not be invoiced for repairs, permanent or temporary, to building components that are not included in the FIRESTONE warranty, including, but not limited to, walls, windows, siding, mechanical equipment, plumbing, piping, or electrical systems. Such repairs must be invoiced to the owner of the building where the Services are performed. CONTRACTOR is solely responsible for seeking and receiving building owner's authorization for non-warranted repairs to non-FIRESTONE products.

(k) Insurance. CONTRACTOR shall maintain commercial general liability insurance with companies reasonably acceptable to FIRESTONE with limits of at least $2,000,000 per occurrence combined single limit, which insurance shall be primary and not entitled to contribution from any insurance maintained by FIRESTONE and may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies. Such insurance

shall contain a waiver of subrogation clause in favor of FIRESTONE and Firestone Building Products Company, LLC shall be made an additional insured under the policy with respect to all operations or services performed by Applicator installing the Building Envelope Systems. CONTRACTOR'S policy shall evidence the following endorsements: Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization CG 2010 (0413) or its equivalent and Additional Insured – Owners, Lessees or Contractors – Completed Operations – CG 2037 (0413) or its equivalent. CONTRACTOR shall also maintain Contractors Pollution Liability - $1 Million Limit of Liability–specifically addressing coverage for mold. The policies required in this Section 9 shall not be canceled, nor reduced in coverage, until after thirty (30) days' written notice to FIRESTONE. Certificates of insurance shall be furnished to FIRESTONE upon request.

(l) Firestone Products Required. CONTRACTOR shall only use Firestone Building Products to perform permanent repairs to the Building Products unless CONTRACTOR receives the prior written consent of a representative of Firestone Warranty Services.

(m) Excess Costs. CONTRACTOR agrees not to invoice FIRESTONE for any Services in excess of the amount set forth in the applicable Purchase Order, unless CONTRACTOR has contacted a FIRESTONE Warranty Services representative prior to the completion of repairs and has received prior written approval for the additional expenditures exceeding the original amount issued.

(n) CONTRACTOR Warranty. For all permanent repairs CONTRACTOR performs to FIRESTONE Building Products under this Agreement, whether warrantable or non-warrantable, CONTRACTOR shall be responsible for its installation workmanship. In the event that CONTRACTOR performs repairs utilizing FIRESTONE materials according to FIRESTONE technical specifications and such repairs fail due to workmanship within two (2) years, CONTRACTOR shall provide labor to perform repairs. CONTRACTOR shall invoice FIRESTONE for materials only to perform such repairs. In no event shall the period covered by CONTRACTOR'S obligation to perform repairs as required by this section exceed the effective term of the FIRESTONE warranty.

(o) Installer's 2-Year Obligation. If repairs are warrantable in nature and are covered by the CONTRACTOR's 2-year obligation as specified in CONTRACTOR'S Building Envelope Systems Applicator Agreement with FIRESTONE or its affiliates, as applicable, FIRESTONE will invoice CONTRACTOR for warrantable repair costs when CONTRACTOR is unable or unwilling to respond to a FIRESTONE Purchase Order and FIRESTONE assigns another authorized repair contractor to investigate the leak and perform repairs.

(p) Continuity. In order to ensure high quality customer service, FIRESTONE will attempt, in its sole discretion and to the extent practicable, to use the same contractor for repairs on a building as the contractor that installed the roofing system. In the event that CONTRACTOR is more than two hundred (200) miles from the place of original installation, CONTRACTOR agrees to limit travel expenses charged to FIRESTONE to the lesser of (a) actual mileage multiplied by the standard reimbursable mileage rate allowed by the IRS, or (b) $200.00.

(q) Intellectual Property. The words "Firestone Building Products Company" and/or any parts of said name or any trademarks, service marks, trade names, or logos of FIRESTONE or of any of its affiliates or any simulation thereof (the "**Firestone Marks**") will not be used as part of CONTRACTOR's corporate, business or trade name or internet domain name. CONTRACTOR acknowledges and agrees that the Firestone Marks, including any such marks applied to signs, Building Products or to any labels affixed to Building Products, are the sole and exclusive property of FIRESTONE in all countries of the world and constitute part of the goodwill and business of FIRESTONE.

(r) Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless FIRESTONE and its officers, directors, shareholders, employees, agents, representatives, and affiliates from and against any and all claims, demands, damages, liabilities, judgments, awards, settlements, losses, costs, and expenses, including, without limitation, costs of litigation and reasonable attorneys' fees ("Damages"), resulting from or arising out of: (a) a breach of this Agreement by CONTRACTOR or any of its affiliates, subcontractors, agents, or employees; (b) any gross negligence or willful misconduct by CONTRACTOR or its affiliates, subcontractors, agents, or employees; (c) a violation of law by CONTRACTOR or its affiliates, subcontractors, agents, or employees; and/or (d) any claims brought by CONTRACTOR'S employees that a relationship, other than that of independent contractor, exists between FIRESTONE and CONTRACTOR and/or its employees, or any other employment based complaint or grievance. If any Damages are caused by the negligence or fault of both CONTRACTOR, on the one hand, and FIRESTONE, on the other hand, the apportionment of said Damages shall be shared between CONTRACTOR and FIRESTONE based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees, and expenses incident thereto.

(s) Confidentiality. CONTRACTOR hereby covenants that neither it nor its directors, officers, employees or agents will disclose or suffer the disclosure of any of FIRESTONE's confidential information or trade secrets, which shall include, but not be limited to, customer lists, product information, prices, warranty information, and territories (collectively, "**Confidential Information**"). Upon FIRESTONE's request, CONTRACTOR will promptly return to FIRESTONE, or at the election of FIRESTONE, destroy, all Confidential Information, including all reproductions

or copies thereof that contain, incorporate or summarize any Confidential Information, in CONTRACTOR's possession or control, in whatever form or medium, and certify such return or destruction in writing. CONTRACTOR agrees that this provision shall be subject to enforcement by injunctive relief.

(t) Excessive Charges. FIRESTONE reserves the right to refuse payment of charges that are deemed excessive or over the authorization limit of the applicable Purchase Order.

4. **ELIGIBILITY**

(a) QIR. CONTRACTOR understands the Quality Incidence Rating (QIR) program.

(b) Eligibility. CONTRACTOR acknowledges and agrees that, for so long as CONTRACTOR is eligible for the QIR Program, CONTRACTOR shall maintain a QIR of less than three (3) times the average QIR and continually improve its QIR year-over-year during the Term.

(c) Installation Requirement. If CONTRACTOR is not eligible for the QIR program, CONTRACTOR shall not be eligible for selection by FIRESTONE to perform repair work on the Building Products unless CONTRACTOR installed at least five (5) warranted jobs and a minimum of 100,000 square feet of Building Products in the immediately preceding calendar year.

5. **MISCELLANEOUS PROVISIONS**

(a) Relationship of Parties. Notwithstanding anything to the contrary contained in this Agreement, FIRESTONE reserves the right to select any contractor of its choice to perform the Services, and this Agreement does not obligate FIRESTONE to employ CONTRACTOR in any way or at any time. CONTRACTOR may be retained by FIRESTONE only for the purposes and to the extent set forth herein, and CONTRACTOR's relationship with FIRESTONE shall, during the Term, be that of independent contractor so that neither CONTRACTOR, nor any employee, agent, officer, director, shareholder or affiliate of CONTRACTOR, shall be deemed an agent or employee of FIRESTONE. CONTRACTOR has no authority to legally bind FIRESTONE in any contract or matter.

(b) Notices. All notices shall be deemed to have been duly given if mailed certified or registered mail, return receipt requested, or by nationally-recognized overnight courier service, with charges prepaid, as follows: (a) if to FIRESTONE, to Firestone Building Products Company, 200 4th Ave. South, Nashville, Tennessee 37201, Attention: Director, Warranty Services; and (b) if to CONTRACTOR, to CONTRACTOR's address as set forth below CONTRACTOR's signature hereto.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no amendments, changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by both Parties.

(d) No Waiver. Failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

(e) Survival. Any terms in this Agreement which by their nature must survive after the Term to give their intended effect shall be deemed to survive termination or expiration of this Agreement.

(f) Assignment. Any attempted assignment, transfer or hypothecation of this Agreement or any part hereof by CONTRACTOR, without the prior written consent of FIRESTONE, shall be null and void. FIRESTONE specifically reserves the right to assign this Agreement, without the prior written consent of CONTRACTOR, to any of FIRESTONE's affiliates and/or subsidiaries. CONTRACTOR shall not utilize any subcontractor in connection with providing the Services without the prior written approval of FIRESTONE, which may be withheld in FIRESTONE's sole discretion.

(g) Governing Law. This Agreement is executed and delivered within the State of Tennessee, and all rights, duties and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. The sole and exclusive venue for all actions arising out of or relating to this Agreement, or the breach, termination, cancellation, expiration or validity thereof, shall be the state and federal courts located in Davidson County, Tennessee. Each Party hereby waives trial by jury and consents to the exclusive jurisdiction of such courts and agrees not to object to venue therein.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. This Agreement shall be deemed effective after its execution by each of the Parties.

(i) Force Majeure. Neither Party shall be held responsible for delays or failure to perform hereunder (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state, or local law, regulations or ordinances, or Firestone's inability to secure raw materials or energy or for any other causes beyond a Party's control.

(End of text of Agreement. Signatures on following page)

This is an uncontrolled copy of an approved document. It is only valid at 5/11/2020

IN WITNESS WHEREOF, the Parties hereto, by their authorized officers or representatives, have executed this Agreement as of the date first above written.

FIRESTONE:
Firestone Building Products Company, LLC

By: _____

Michael Huber

Director, Warranty Services

Date: May 11, 2020

CONTRACTOR:
EGuard Roof and Safety Systems, LLC

By: _____

Print Name: Geoffrey Everitt

Title: Managing Member

E-mail: Geoff@egaurdroofing.com

Date: 05/11/20

ATTEST: _____

Print Name: Ryan Beadle

Title: Administrative Officer

Date: 05/11/20

Address for Notices:

_____

_____

_____