

## Attachment 1

### USER AGREEMENT

#### Overview

- The Ting sensor and services are provided to you for free. You have no obligation to continue with the service if Erie Insurance Group or HSB cease to offer the Ting sensor and services to you.
- You are agreeing to install the Ting within 10 days of receipt and you will be guided through activation of the services. A smartphone and Wi-Fi connection are required to activate and receive the services.
- Ting will monitor your home's electrical system to help detect faults that could lead to electrical fires.
- Ting is a concierge service. If needed, Whisker Labs helps coordinate and cover up to \$1,000 in labor costs for any repairs of electrical fire hazards detected by Ting.

This User Agreement (“*Agreement*”) contains the terms and conditions regarding your use of the electrical fire hazard monitoring sensor and services being provided by Erie Insurance Group (“*Company*”) and **The Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”), a reinsurance partner of Company and managing partner in providing the Ting Services to you. By accepting this Agreement (via electronic “click-through”, wet signature, or otherwise), you acknowledge and agree that you have carefully read, understood, and agree to be bound by all of the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of an entity, you represent that you have the authority to enter into this Agreement on behalf of such entity.

1. *Sensor; Ting Services.* During the Term, you will be provided with access to an electrical fire hazard monitoring sensor (the “*Sensor*”) and access to the App (defined below), as well as related standard set of analytics and notification services (collectively with the Sensor, the “*Ting Services*”). “*Services Provider*” means Whisker Labs, Inc. - <https://www.whiskerlabs.com/>

2. *Initial Provision of Information.* By accepting this Agreement (via electronic “click-through”, wet signature, or otherwise), you authorize the Company or its agents to provide HSB with your contact information, including your name, phone number, email address, and physical address, and you authorize the Company, HSB and their respective agents to provide the Services Provider with this information.

3. *Installation; Activation.* You agree to install the Sensor by plugging it into wall outlets at your location within ten (10) days after the date that you receive the Sensor. You represent and warrant that you own the location where the Sensor is to be installed or otherwise have received the appropriate authority and/or consent to such installation. Once the Sensor is installed, you will promptly activate your Ting Services using the App. The App will guide you through the Wi-Fi connection process and display available networks and the strength of those networks. The Sensor requires a 2.4 GHz wireless connection - A 5 GHz network (i.e., Wi-Fi name/SSID) will not be returned as a Wi-Fi option. The Sensor will need a Wi-Fi connection to operate, and providing such Wi-Fi connectivity at your expense is your responsibility. Neither the Company nor HSB require that you return any Sensors that you may receive in connection with this Program. However, if you elect not to install the Sensor you've received, the Services Provider will require you to return the Sensor. Please send an email inquiring about how you may return the Sensor using the following contact information: [help@whiskerlabs.com](mailto:help@whiskerlabs.com).

4. *Location Visits.* If a potential fire hazard is detected at your location, the Services Provider may deploy a Services Provider-authorized independent contractor to examine your location. For the avoidance of doubt, any location visit by any of the Services Provider (or its authorized independent contractor) will be subject to your availability and consent. Neither HSB nor the Company will charge you for any location visit.

5. *Obligations; Alerts.* You agree not to remove, destroy, reverse engineer, tamper with or modify the Sensor and shall comply, at all times, with the Services Provider's Terms of Service. In the event the Sensor senses certain conditions (e.g., potential fire hazards related to electrical anomalies) at your location during the Term, the Services Provider may alert you, HSB, and the Company. **HOWEVER, THERE IS NO GUARANTEE THAT YOU, HSB, OR THE COMPANY WILL RECEIVE ANY SUCH ALERT, EVEN IF CERTAIN CONDITIONS ARE SENSED, OR THAT ANY SUCH ALERT OR THE SENSOR WILL PREVENT, OR REDUCE THE SEVERITY OF, ANY TYPE OF LOSS OR OCCURRENCE. TAKING ANY ACTION, INCLUDING ANY PREVENTATIVE ACTION, IS SOLELY YOUR RESPONSIBILITY.** Please refer to the Services Provider's Terms of Service (as defined in Section 6 below) for the remediation credit applicable to real electrical hazards that may be detected by the Sensor.

6. *App Access; Data.*

- a. During the Term, you will be provided with access to the Services Provider's mobile app (the "App") allowing you to connect the Sensor to your Wi-Fi connection, receive the Ting Services, and further allowing you, and the Services Provider, to remotely monitor conditions and receive data from your location. Prior to accessing the App, you will need to acknowledge and accept the Service Provider's standard terms of service and privacy policy (together "*Terms of Service*"). You will need a standard mobile device (e.g., smart phone, tablet) in order to access and use the App.
- b. The Ting Services measure several parameters of your electrical system in real-time ("*Signal Data*"). Signal Data is analyzed for electrical fire hazard signatures. Separately, the Ting Services generate notifications to keep you informed and alert of important events. Your Signal Data is not shared with the Company or HSB. If an electrical fire hazard is identified and a Services Provider-authorized independent contractor examines your location, a summary of such hazard will be shared with the Services Provider following remediation.
- c. To properly assess the Ting Services at your location and to communicate with you or otherwise provide the Ting Services to you during the Term, the Services Provider needs to assess the data and information collected or otherwise provided by you during the Term including, without limitation, Signal Data, your name and email address, the number of Sensor units shipped to you, the number of Sensors installed at your location, the number of electrical hazards detected at your location, any determination (with or without Services Provider-authorized independent contractor location visit) as to the cause of the electrical hazard at your location, the number of any power quality issues detected at your location your contact, and any other data or information provided or made available through your use of and access to the Sensor, Ting Services, and the App (collectively, the "*Data*").
- d. By accepting this Agreement (via electronic "click-through", wet signature, or otherwise), you give permission to the Services Provider to: (i) provide access to your App and the Data (excluding Signal Data) to HSB for the purposes including, without limitation, assisting the Services Provider in providing the Ting Services, assessing the Data, monitoring the App, performing analyses to learn more about fire safety technology capabilities and hazard detection efficiency, underwriting related to product development or enhancement, and other related uses; and (ii) provide access to your App and the Data (excluding Signal Data) to the Company to access the App and use the Data only for its internal purposes, with no right of sale or distribution of the Data. Notwithstanding the foregoing, Company may share the Data as needed with regulators or as required by law.
- e. HSB may use the Data that the Services Provider provides or is otherwise made available to HSB for any purpose it deems appropriate so long as the Data is anonymized or aggregated (containing no

personal information) prior to being shared with any unaffiliated third party (other than third party service providers necessary to provide the Ting Services). Neither Company nor HSB will sell your Data for marketing or commercial purposes.

7. *Term; Termination.* The term of this Agreement will commence upon your activation of Sensor and shall continue until terminated by the Company or HSB in accordance with this Section 7 (the “*Term*”). The Agreement (including any App access or Ting Services) may be terminated by the Company or HSB if: (i) they determine that the continuation of providing the Ting Services to you is impossible or impractical for any reason, (ii) you breach any of the terms of this Agreement, or (iii) you cease to be an insured of the Company.

8. *Costs.* Except as otherwise agreed upon between you and the Company, Company and HSB will provide you with the Ting Services for free, which includes all costs associated with your App access during the Term. You remain responsible for your standard internet/Wi-Fi costs for the Ting Services to operate. In no event will Company or HSB be responsible for reimbursing you for any costs or expenses for you to repair any conditions sensed by the Ting Services within your location.

9. *Repair and Replacement of Sensor.* If the Sensor fails or malfunctions due to defects in material or workmanship under normal use during the Term, the Services Provider will be responsible to repair or replace the Sensor in accordance with the Terms of Service. The Service Provider’s warranty in the Terms of Service represents your sole and exclusive remedy with respect to Sensor repair or replacement and is contingent on you providing all necessary information to assist Services Provider in attempting to resolve the alleged fault.

10. *Feedback.* Your opinion and feedback are critical to the continued assessment of the Ting Services. Therefore, Company, the Services Provider, and/or HSB may from time to time ask you to provide responses to basic questionnaires or surveys.

11. *Liability.* Neither Company nor HSB (nor any of their officers, directors, employees, agents, contractors, subsidiaries, affiliates, successors and permitted assigns, collectively the “*Affiliated Persons*”) (i) make any warranties, representations or guarantees regarding the Ting Services, including without limitation detection, reduction in severity or prevention of any losses or occurrences, any potential savings, the Ting Services, the Sensor, the App, any enlistment or enrollment website, web portal, or any other electronic platform related to the Ting Services, quality, safety, performance, or any other aspects of the Ting Services; (ii) guarantee that the Ting Services will be satisfactory to you, will function properly, or that the operation of the Ting Services will be uninterrupted or error free, or (iii) are liable to you in any way for any losses, claims or damages arising from or related to, without limitation, the Ting Services or Sensor defects, failures, malfunctions or installations, your use of the Service Provider’s App, any enlistment or enrollment website or web portal or other electronic platform related to the Program, electronic or other communications with the Services Provider, or bodily injury or property damage caused by third parties (except to the extent of any liability as contemplated under the terms of any applicable Company insurance policy). Company and HSB expressly disclaim any such liabilities, representations, warranties and guarantees. **NEITHER COMPANY, HSB, NOR THEIR AFFILIATED PERSONS WILL HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR ACCESS TO THE TING SERVICES, INCLUDING THE INSTALLATION, OR YOUR USE OF, THE SENSOR, OR ANY LOSS OF YOUR PERSONAL INFORMATION RESULTING FROM A COMPROMISE OF THE SENSOR OR TING SERVICES BY A HACKER OR ANY OTHER UNAUTHORIZED THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER COMPANY, HSB, NOR THEIR AFFILIATED PERSONS SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE; LOSS OF USE; LOSS OF OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES; COST OF CAPITAL; GOVERNMENTAL AND REGULATORY SANCTIONS; AND CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES. COMPANY, HSB, AND THE**

**AFFILIATED PERSONS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**12. *Nature of Sensor and Services.* THE SENSORS AND TING SERVICES ARE NOT A SUBSTITUTE FOR ANY THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR ANY FIRE OR SMOKE DETECTORS. UNDER NO CIRCUMSTANCES WILL HSB OR COMPANY DISPATCH EMERGENCY SERVICES TO YOUR LOCATION. PLEASE DO NOT CONTACT HSB OR COMPANY WITH ANY LIFE/SAFETY EMERGENCY, MEDICAL EMERGENCY, OR ANY OTHER EMERGENCY. IF YOU HAVE ANY SUCH EMERGENCY, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR OTHER APPROPRIATE EMERGENCY RESPONSE SERVICE.**

**13. *Miscellaneous.* This is a legally binding agreement that supersedes any proposal, prior agreement or understanding, oral or written, and any other communication among you, Company and/or HSB relating to the Ting Services. No act, document, usage or custom will be deemed to modify or amend this Agreement in any way. Connecticut law will govern this Agreement and the transactions it contemplates, without reference to rules regarding conflicts of law.**