

SENSOR PROGRAM PARTICIPANT AGREEMENT

This Sensor Program Participant Agreement (“*Agreement*”) contains the terms and conditions regarding your participation in the sensor program (the “*Program*”) being conducted by, The **Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”). You acknowledge and agree that 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. The term “you” as used in this Agreement includes the entity on whose behalf you are entering into this Agreement, as well as any person or entity who accesses or uses the Services on such entity’s behalf. If you have any questions regarding the Services, please contact the Sensor Support Center at (844) 468-1866. This Agreement will remain in full force and effect as long as you continue to access and use the Services, or until terminated in accordance with the provisions of this Agreement.

1. *Equipment; Services.* During the Term (defined below), you will be provided with remote sensor equipment (“*Equipment*”), “*Accessories*” (supplementary attachments to the Equipment) and remote monitoring services and web portal access (collectively the “*Services*”). As part of the Program you will be provided with a limited, non-transferable, non-exclusive right (without the right to sub-license) to use the Services. Certain features of the Services may be subject to additional guidelines, terms or rules, which are either referenced in this Agreement or will be posted on the Services in connection with such features. You may use the Services only in compliance with the terms of this Agreement and all applicable local, state and national laws, rules and regulations. Certain Services may be provided by HSB or through one or more of its subsidiaries or third-party vendors.

- (a) Title to and ownership of all Equipment and Accessories will transfer to you upon shipment. On the date this Agreement terminates you will immediately cease all use of the Services.
- (b) You (i) shall not (and shall not permit any other person or entity to) reverse engineer, tamper with, modify, alter or destroy in any way any Equipment, or any label thereon, without the prior written consent of HSB, or use the Equipment in any way that violates this Agreement or any applicable laws or regulations; (ii) shall not remove the Equipment from the Premises at the address provided to HSB at the time of your enrollment in the Program; and (iii) shall not affix or install any addition, upgrade, equipment or device to the Equipment, or sell, lease, abandon, or give away the Equipment, or permit any other service provider or third party to use or service the Equipment, unless expressly approved in advance in writing by HSB; (Use of the Equipment, including without limitation for transmission, communications or storage of any information, data or material, in violation of any U.S. federal, state or local regulation or law is prohibited. You are liable for all authorized and unauthorized use of the Equipment and agree to notify HSB immediately if the Equipment has been used in an unauthorized manner.
- (c) HSB shall pass through any transferable warranties from any Equipment and/or Accessory provider(s) utilized by HSB. Otherwise, HSB has no obligation to replace or fix any Equipment and/or Accessory. The foregoing warranty shall not apply if such failure arises in whole or in part due to accident, abuse, misuse, neglect, improper installation by someone other than HSB (or someone acting on HSB’s behalf), abnormal environmental conditions, use contrary to any instructions issued by HSB, improper storage or handling of the Equipment occurring after delivery, modifications made by or on behalf of you unless made by HSB, unauthorized service work, failure to follow instruction or operating manuals, and/or the use of unauthorized parts, sensors or equipment (collectively, “**Non-Covered Events**”). If such mechanical or service failure cannot be resolved within thirty (30) days after you have notified HSB or the repair or replacement is not feasible for any reason, HSB may, in its sole and exclusive discretion, terminate this Agreement (or the applicable portion thereof) upon notice to you, in which case HSB will refund to you any pre-paid and unused Services Fees with respect to the applicable Equipment and/or Accessory that relate to the period after the date of notice of such failure. WITHOUT LIMITING ANY OTHER PROVISION OF THE AGREEMENT, YOUR SOLE REMEDY, AND HSB’S ENTIRE LIABILITY, FOR ANY MECHANICAL OR SERVICE FAILURE WITH RESPECT TO THE EQUIPMENT OR ACCESSORY ARE THE REMEDIES OF REPLACEMENT, TERMINATION AND REFUND SET FORTH IN THIS SECTION. If the Equipment and/or Accessory is damaged or destroyed in whole or in part by you or third parties or due to a Non-Covered Event, such damage or destruction will be considered a material breach of this Agreement and, without

limiting any other provision of this Agreement or right of HSB, HSB has no responsibility to repair or replace such Equipment and/or Accessory and has no obligation to return any pre-paid Service Fees.

- (d) The Equipment may need an internet connection to operate (if cellular Equipment is not installed or if a sufficient cellular signal is not available at the Premises) and providing such internet connectivity is your responsibility.
- (e) HSB will provide you with the Equipment and applicable Accessories, installation instructions and in certain cases suggested installation locations based on your Premises. However, the actual installation is your responsibility.
- (f) YOU UNDERSTAND THAT THE SERVICES ARE NOT AN EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL HSB DISPATCH EMERGENCY SERVICES TO YOUR PREMISES IN THE EVENT OF AN EMERGENCY. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. ANY ALERTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

2. *Portal; Mobile App.* As part of the Services HSB will offer you access to a web-based portal (“*Portal*”) and/or mobile application (“*Mobile App*”), each of which will allow you to remotely monitor Equipment status and data. The Portal’s and Mobile App’s terms of use and privacy policy are incorporated by reference into this Agreement, and by entering into this Agreement and using the Services you are agreeing to accept and comply with them. In the event of any conflict between the terms of this Agreement and such terms of use and/or privacy policy, the terms of this Agreement shall control.

3. *Monitoring; Alerts.* As part of the Services HSB will remotely monitor the data collected by the Equipment and/or Accessory(ies) at your Premises. If the Equipment senses certain conditions HSB may provide you and your Third-Party Insurance Provider (your builder’s risk insurance provider) with alerts. However, there is no guarantee that you will receive any such alert, even if certain conditions are sensed, or that any such alert will prevent, or reduce the severity of, any type of loss or occurrence. Taking any action, including any preventative action, is solely your responsibility and is at your cost. In no event is HSB or Third-Party Insurance Provider responsible for taking any action based on an alert.

4. *Data; Sharing with Third Party Insurance Provider.*

- (a) HSB and your Third-Party Insurance Provider will have access to your portal and may monitor your use of it. HSB and Company may also collect, use, disclose, and retain certain data and information regarding your use of the portal and your participation in the Program. HSB’s use, collection, disclosure, and retention of such data and information will be governed by its privacy policy located at: [Privacy Statement | HSB: US-based with a global reach \(munichre.com\)](#) which privacy policy may be updated from time to time and is incorporated herein by reference and made apart hereof. Your Third-Party Insurance Provider’s use, collection, disclosure, and retention of such data and information will be governed by its privacy policy.
- (b) You hereby consent to HSB sharing Alerts and access to the Data and your Portal and Mobile App with your Third-Party Insurance Provider. You may revoke this consent by notifying the Support Center at (844) 468-1866. HSB has no ability or obligation to monitor your relationship with your Third-Party Insurance Provider; unless you revoke your consent as set forth in this paragraph (b), HSB will continue to share Alerts and access to the Data and your Portal and Mobile App with your Third-Party Insurance Provider, potentially even if your relationship with your Third-Party Insurance Provider has ceased. Third Party Insurance Provider will have the right to legally use any Data received as Third-Party Insurance Provider sees fit so long as it is in compliance with their Privacy Statement/Policy and/or compliant any applicable separate agreement you may have with them.
- (c) HSB shall be the owner of all data collected under this agreement.

5. *Term; Termination.* This Agreement shall be effective for a one (1) month term commencing on the Effective Date (the “*Initial Term*”) and shall renew automatically thereafter for additional one (1) month periods (each a “*Renewal Term*” and together with the Initial Term, the “*Term*”) unless you or HSB notifies the other of cancellation at least fifteen (15) days prior to the applicable renewal date. Terms are not cancelable and you cannot terminate this Agreement for convenience before the applicable end date. HSB may terminate this Agreement for convenience. HSB or you may terminate this Agreement by providing written notice to the other (i) upon the institution by or against the other of insolvency, receivership or bankruptcy proceedings, (ii) upon the other’s making an assignment for the benefit of creditors, (iii) upon the other’s dissolution or ceasing to do business without a successor, or (iv) upon the other’s material breach of the terms of this Order. Upon termination by HSB pursuant to the immediately preceding sentence, you will be charged and agree to pay to HSB an amount equal to *the product of (x) the applicable monthly Service Fee (defined below) multiplied by (y) the number of months remaining in the then-current Term (had the termination not occurred).*

6. *Service Fees.*

- (a) You will be responsible for a recurring, monthly Services fee (“*Service Fee*”) for the Services and a one-time fee for any accompanying Accessories and/or Equipment, payable through a third-party e-commerce website (“*Payment Site*”) that you will be directed to as part of your enrollment process in the Program. The monthly Service Fee you are responsible for will be based on the types and quantities of Equipment and Accessories provided to you and will be displayed on the Payment Site. To use the Services you will need to provide the Payment Site with a current, valid, accepted method of payment (“*Payment Method*”). You will be responsible for the monthly Service Fee for the entire duration of the then-current non-cancellable Term. You must cancel the Services pursuant to Section 6 hereof in order to avoid automatic billing of the Service Fees for subsequent Renewal Terms. Without limiting any other provision of this Agreement, HSB may suspend the Services if HSB does not receive an on time, full payment from you.
- (b) The Service Fee for the Services, as well as any other charges you may incur in connection with your use of the Services, such as taxes, will be charged to your Payment Method monthly in advance. Your billing cycle will depend on when you sign-up for the Services. Service Fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled.
- (c) You remain responsible for any uncollected amounts if your Payment Method is declined or no longer available for payment. HSB may take steps to collect the Service Fees you owe. You are responsible for all related collection costs and expenses. For some Payment Methods, the issuer may charge you certain fees, such as fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.
- (d) You can update your Payment Methods by visiting the Payment Site. Following any update, you authorize us (and the Payment Site) to continue to charge the applicable Payment Method(s). All payments are final and non-refundable. If you believe that HSB (or its Payment Site) has charged you in error, you must contact the Sensor Support Center at (844) 468-1866 within 90 days of such charge.
- (e) By providing a Payment Method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize HSB (and its Payment Site) to charge you for the Services using your Payment Method; and (iii) authorize HSB (and its Payment Site) to charge you for any other fees, taxes or amounts set forth in this Agreement.

7. *Liability; Warranty Disclaimers.* THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS” AND “AS AVAILABLE”. NEITHER YOUR THIRD PARTY INSURANCE PROVIDER NOR HSB (NOR ANY OF THEIR EMPLOYEES, AGENTS, CONTRACTORS, OR AFFILIATES) (I) MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES REGARDING THE PROGRAM, INCLUDING WITHOUT LIMITATION THE SUCCESS OF THE PROGRAM, PREVENTION OF ANY LOSSES OR OCCURRENCES, OR ANY SAVINGS, THE EQUIPMENT, THE PORTAL, THE MOBILE APP, THE PAYMENT SITE, QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECTS OF THE PROGRAM OR THE EQUIPMENT OR ACCESSORIES; (II) GUARANTEE THAT THE EQUIPMENT OR ACCESSORIES WILL BE SATISFACTORY TO YOU, THAT THE OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR

THAT THE SERVICES WILL BE COMPATIBLE WITH YOUR NETWORK, COMPUTER OR MOBILE DEVICE, OR (III) ARE LIABLE TO YOU IN ANY WAY FOR ANY LOSSES, CLAIMS OR DAMAGES ARISING FROM THIS PROGRAM, INCLUDING WITHOUT LIMITATION EQUIPMENT/ACCESSORY MALFUNCTIONS OR INSTALLATIONS, EXCEPT TO THE EXTENT OF ANY LIABILITY AS CONTEMPLATED UNDER ANY APPLICABLE THIRD PARTY INSURANCE PROVIDER INSURANCE POLICY. THIRD PARTY INSURANCE PROVIDER AND HSB EXPRESSLY DISCLAIM ANY SUCH LIABILITIES, REPRESENTATIONS, WARRANTIES AND GUARANTEES. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER THIRD PARTY INSURANCE PROVIDER NOR HSB 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. THIRD PARTY INSURANCE PROVIDER AND HSB EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING AVAILABILITY, TITLE, SECURITY OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. *Cellular.* YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN HSB AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

9. *Adjustments.* HSB reserves the right to adjust Service Fees at any time upon sixty-five (65) days written notice to you.

10. *Warranty Returns.* You may return the Equipment or Accessories in the event of any mechanical or service failure under Section 1(c) of the Agreement. HSB will coordinate the return of the non-functional, HSB-owned Equipment or Accessories and shipment of replacement HSB-owned Equipment or Accessories to you (as applicable) at no cost.

11. *Miscellaneous.* Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by you without the written consent of HSB. This is a legally binding agreement that supersedes any proposal, prior agreement or understanding, oral or written, and any other communication among you and HSB relating to the 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. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

HSB may revise the Equipment, Accessories, or Service(s) to reflect changes in relevant laws and regulatory requirements and/or to implement technological improvements. In addition, we may make other revisions to the Service(s) and this Agreement and these terms by updating this page. If HSB makes changes to the terms of this Agreement that HSB considers material, HSB will make reasonable effort to notify you by placing a notice in the Mobile App, notifying you through the Services, by sending you an email, or by some other means. By continuing to use the Service after such changes, you are expressing your acknowledgement and acceptance of the changes. Please check this Agreement periodically for updates.