

PARTICIPANT AGREEMENT

This Participant Agreement (the “*Agreement*”) governs your access to and use of certain remote monitoring hardware, web sites and/or web portals, mobile apps, and related services (collectively, “*Services*”) to be provided to you by **The Hartford Steam Boiler Inspection and Insurance Company (“HSB”)** in connection with your participation in a sensor program (the “*Program*”) being conducted by **The Hanover Insurance Company (“Hanover”)**. HSB is a reinsurance partner of Hanover.

1. *General.* HSB will provide Services to Hanover insureds identified by Hanover that complete the Program registration process (“*You*” or “*Participant*”). By accepting this Agreement (via electronic “click-through” or otherwise), you acknowledge and confirm that that you have carefully read, understood, and agree to be bound by all of the terms and conditions herein and are a Hanover insured. If you are entering into this Agreement on behalf of an entity, you represent that you have the authority to enter into and accept the terms of this Agreement on behalf of such entity. The terms “you” and “Participant” 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 HSB Monitoring and 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.

2. *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.

3. *Installation.* You agree to install the Equipment at your Premises (defined below) within fifteen (15) days of the date that you receive the Equipment. You represent that you own the Premises where the Equipment is to be installed or otherwise have received the appropriate authority and/or consent to such installation. If you do not install the Equipment within the timeframe specified in this Section, Hanover or HSB may request that you return the Equipment and you will be responsible for all costs associated with such return.

4. *Equipment as a Service.* During the Term (as defined below) and as part of the Services you will be provided with a limited, non-transferable, non-exclusive right (without the right to sub-license) to possess and use HSB-owned remote sensor hardware (“*Equipment*”) as set forth in this Agreement.

- (a) Title to and ownership of all Equipment will at all times remain with HSB and will not transfer to you at any time. You will not have any right or interest in or to the Equipment except as expressly provided in this Agreement, and you shall possess the Equipment subject and subordinate to the rights of HSB. You shall have the limited right to use the Equipment in a commercially reasonable manner solely as contemplated by this Agreement. On the date this Agreement terminates you will immediately cease all use of the Equipment and other Services.
- (b) You will, at your own cost and expense, keep the Equipment free and clear from any liens or encumbrances of any kind and will indemnify and hold HSB harmless from and against any loss or expense caused by your failure to do so. You shall give HSB immediate written notice of any attachment or process affecting the Equipment or title thereof.
- (c) 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; (iii) shall not affix or install any accessory, 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; and (iv) will, at your own cost and expense, keep the Equipment in good repair, appearance and condition, subject to normal wear and tear. 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 stolen, damaged or used in an unauthorized manner.

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- (d) In the event of any mechanical or service failure of HSB-owned Equipment under conditions of normal use and service, HSB will repair or replace such Equipment at no cost to you, unless 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. **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 ARE THE REMEDIES OF REPLACEMENT AND TERMINATION SET FORTH IN THIS SECTION.** If HSB-owned Equipment 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 has no obligation to return any pre-paid Program Fees.
- (e) Upon the effective date of termination or expiration of this Agreement, you will immediately cease all use of the Equipment and related services. Unless HSB notifies you otherwise, within fifteen (15) days of such termination or expiration, you will remove, package and ship, at your own cost and expense and in a commercially reasonable manner, all Equipment to HSB. If you fail to do so, HSB will have the right, in its sole and exclusive discretion, to: (i) charge (and you will pay) HSB's then-standard monthly program fee for such Equipment for any month or partial month in which you have not so returned the Equipment; (ii) charge (and you will pay) the full, fair market value of the Equipment (and upon your payment therefor, title to and ownership of such Equipment will transfer to you without any further action on your part); and/or (iii) recover and take possession of such Equipment. You will return the Equipment in as good order and condition as originally delivered, normal wear and tear excepted.
- (f) You agree to allow HSB and HSB's agents to enter your property at which the Equipment is located (the "*Premises*") upon advance notice at reasonable times for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and/or removing the Equipment. You warrant that you are either the owner of the Premises or that you have the authority to give HSB access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary

approval from the owner to allow HSB and its agents into the Premises to perform the activities specified above. In addition, you agree to supply HSB or its agent, if requested, with the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

- (g) All Equipment belongs to HSB or other third parties and will not be deemed fixtures or in any way part of the Premises. HSB may upgrade or change the Equipment at HSB's discretion during Participant's normal business hours at any time following at least ten (10) days prior written notice to Participant, so long as the upgrade or change does not materially limit functionality. You acknowledge that any upgrade to or change to the Equipment may interrupt the Services; HSB will use commercially reasonable efforts to minimize any such interruption.
- (h) 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.
- (i) Unless you are otherwise notified by Hanover, installation of the Equipment is your responsibility. In the event that you are installing the Equipment, HSB will provide you with the Equipment, installation instructions and suggested installation locations based on information known about your Premises. Once you have completed the installation, you must contact HSB's Monitoring and Support Center at (844) 468-1866 to verify proper installation. If Hanover, HSB, or their respective third-party Equipment installers will be installing the Equipment, Hanover or HSB will coordinate an Equipment installation date with you and you agree to allow Hanover, HSB, or their respective third-party Equipment installers access to your Premises so that Hanover, HSB, or their respective third-party Equipment installers may determine the appropriate Equipment for your Premises and install such Equipment. If your Premises is under lease, you represent that you have obtained permission from the property owner allowing such access and installation by Hanover, HSB, or their respective third-party Equipment installer.
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- (j) YOU UNDERSTAND THAT THE SERVICES ARE NOT AN EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL HSB OR HANOVER 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.

5. *Portal Access; Data.* During the Term you will be provided with access to a web portal or mobile application (the "Portal") allowing you to remotely monitor Equipment sensor data. The Portal will be provided by HSB, its affiliates or a third party; prior to accessing the Portal, you may need to acknowledge such Portal's standard terms of use and privacy notice. To properly assess the Program, Hanover and HSB will have access to, and may monitor your Portal and access certain data, including without limitation sensor data and metadata, and information that identifies, may directly or indirectly identify, you or your household collected by the Equipment at your location and/or transmitted through the portal and any Program website, web application, mobile application, or similar electronic/web site or application ("*Data*"). By accepting this Agreement (via electronic "click-through" or otherwise), you give permission to Hanover and HSB to access: (i) your Portal and (ii) the Data. Hanover and HSB may indefinitely use all information collected or learned during the Program, including any such Data, as Hanover or HSB see fit and, so long as the Data is anonymized prior to being shared with any unaffiliated third party (provided however, that third party service providers necessary to the operation of the Program (e.g., a third party portal provider) may receive identifiable Data).

6. *Monitoring; Alerts.* As part of the Services HSB will remotely monitor the data collected by the Equipment at your Premises. If the Equipment senses certain conditions HSB may provide you and Hanover 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 responsible for taking any action based on an alert.

7. *Term; Termination.* This Agreement shall be effective for a twelve (12) month term commencing on the Effective Date (the “*Initial Term*”), and shall renew automatically thereafter for additional twelve (12) 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 sixty (60) days prior to the applicable renewal date. HSB or you may terminate this Agreement for convenience at any time and for any reason. HSB may further terminate this Agreement by providing you written notice (i) upon the institution by or against you of insolvency, receivership or bankruptcy proceedings, (ii) upon your making an assignment for the benefit of creditors, (iii) upon your dissolution or ceasing to do business without a successor, (iv) upon your material breach of the terms of this Agreement, (v) upon you ceasing to be an insured of Hanover, or (vi) if the Program (either as a whole or at your Premises) is discontinued.

8. *Costs.* Hanover will be responsible for all costs associated with the licensing of the Equipment, as well as all costs associated with cellular connectivity of the Equipment and your portal access during the Term. You remain responsible for your standard electrical, battery and internet costs (as necessary) for the Equipment to operate. If the Equipment fails or malfunctions during or after the Term, neither Hanover nor HSB are responsible for replacing or fixing such Equipment. In addition, in no event will Hanover or HSB be responsible for reimbursing you or any other person, party or entity for any costs or expenses (including, for the avoidance of doubt, any costs for you to repair any conditions sensed by the Equipment within your Premises), except to the extent of any liability attributed to Hanover, if any, as contemplated under any applicable Hanover insurance policy.

9. *Liability; Warranty Disclaimers.* THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS” AND “AS AVAILABLE”. NEITHER HANOVER 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, DETECTION, REDUCTION OR 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; (II) GUARANTEE THAT THE EQUIPMENT 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 OR RELATED TO THIS PROGRAM, INCLUDING WITHOUT LIMITATION EQUIPMENT MALFUNCTIONS OR INSTALLATIONS, EXCEPT TO THE EXTENT OF ANY LIABILITY AS CONTEMPLATED UNDER ANY APPLICABLE HANOVER INSURANCE POLICY. HANOVER AND HSB EXPRESSLY DISCLAIM ANY SUCH LIABILITIES, REPRESENTATIONS, WARRANTIES AND GUARANTEES. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER HANOVER 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. HANOVER 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. THE THIRD-PARTY PROVIDER OF THE PORTAL IS NOT AFFILIATED WITH HANOVER. NEITHER HANOVER NOR HSB IS RESPONSIBLE OR LIABLE FOR THE ACT(S) OR OMISSION(S) (INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT) OF ANY THIRD PARTY PROVIDER OF THE PORTAL.

10. *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.

11. *Feedback.* Your opinion and feedback are critical to the assessment of the Program. Therefore, Hanover and HSB may from time to time ask you to provide responses to basic questionnaires or surveys.

12. *Miscellaneous.* This is a legally binding agreement that supersedes any proposal, prior agreement or understanding, oral or written, and any other communication among you, Hanover and/or HSB relating to the Program. 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.