

## 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 **United Church Insurance Association d/b/a Insurance Board**, on behalf of itself and its company affiliates, (“*IB*”) and **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. *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.

2. *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*”) and accessories (supplementary attachments to the 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; (iv) will, at your own cost and expense, keep the Equipment in good repair, appearance and condition, subject to normal wear and tear; and (v) will be liable for the costs of repair or replacement of Equipment if damaged or lost due to theft, negligence, intentional acts, unauthorized uses or acts or other causes within your reasonable control. 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.
- (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, in which case HSB will refund to you any pre-paid and unused Program Fees with respect to the applicable Equipment 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 ARE THE REMEDIES OF REPLACEMENT, TERMINATION AND REFUND 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) Unless HSB notifies you otherwise, within fifteen (15) days of termination or expiration of this Agreement, you will remove, package and ship, at your own cost and expense and in a commercially reasonable manner, all Equipment to HSB at an address to be provided by 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 of the Parties); 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 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 at any time, 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) HSB will provide you with the Equipment, installation instructions and in certain cases suggested installation locations based on your Premises. However, the actual installation is your responsibility.
- (j) 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.

3. *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.

4. *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 IB 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.

5. *Data; Sharing with IB.*

- (a) To properly operate and assess the Program, HSB needs to monitor your Portal and Mobile App and assess certain data, including without limitation, data and metadata ("*Data*") collected by the Equipment, provided by you or IB to HSB, or transmitted through the Portal, Mobile App and/or any other Program-related website or web application (e.g., an enrollment site). By signing below you give permission to HSB to access (i) your Portal and Mobile App and (ii) the Data. HSB may indefinitely use all information collected or learned during the Program, including any such Data, as HSB sees fit so long as any identifying information is removed prior to such data being shared with any unaffiliated third party, other than IB and third party service providers related to the operation of the Program (e.g., a third party portal, network provider, etc.).
- (b) You hereby consent to HSB sharing Alerts and access to the Data and your Portal and Mobile App with IB. 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 IB; 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 IB, potentially even if your relationship with IB has ceased. IB will have the right to use any Data received as IB sees fit so long as any identifying information is removed prior to such data being shared with any unaffiliated third party.
- (c) HSB shall be the owner of all data collected under this agreement.

6. *Term; Termination.* This Agreement shall be effective for a twenty-four (24) 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. 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 Program Fee (defined below) multiplied by (y) the number of months remaining in the then-current Term (had the termination not occurred).*

7. *Program Fees.*

- (a) You will be responsible for a recurring, monthly Program fee ("*Program Fee*") for the Services and a one-time fee ("*Flat Fee*") for any accompanying accessories to the 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 Program 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 Program Fee for the entire duration of the then-current non-cancellable Term. You must cancel the Services pursuant to Section 7 hereof in order to avoid automatic

billing of the Program 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 Program 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 yearly in advance. Your billing cycle will depend on when you sign-up for the Services. Program 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 Program 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 HSB's Monitoring and 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.

8. *Liability; Warranty Disclaimers.* THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE". NEITHER IB 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; (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 THIS PROGRAM, INCLUDING WITHOUT LIMITATION EQUIPMENT MALFUNCTIONS OR INSTALLATIONS, EXCEPT TO THE EXTENT OF ANY LIABILITY AS CONTEMPLATED UNDER ANY APPLICABLE IB INSURANCE POLICY. IB AND HSB EXPRESSLY DISCLAIM ANY SUCH LIABILITIES, REPRESENTATIONS, WARRANTIES AND GUARANTEES. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER IB 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. IB 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.

9. *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.

10. Adjustments. HSB reserves the right to adjust Program Fees at any time upon sixty-five (65) days written notice to the Participant.

11. Returns and Replacements.

- (a) Lost, Stolen, or Damaged Equipment. If the Equipment has been lost, stolen, or damaged at any time after it has been shipped by HSB, and with notice from you to HSB, HSB (at HSB's discretion) will coordinate the replacement of such Equipment. All replacement fees associated with the lost, stolen, or damaged Equipment, including the applicable shipping and handling fees, will be invoiced and paid by you, as applicable, in accordance with Table 1 below.
- (b) Expiration, Termination Returns of Equipment. HSB shall have the right to invoice you, as applicable, the replacement fees set forth in Table 1 below, if, on the expiration or termination of the Agreement you: (i) return an Equipment Kit to HSB which is incomplete (e.g. gateways and/or sensors are missing) or damaged, or (ii) fail to return the Equipment. Any and all replacement fees will be invoiced in accordance with Table 1 below.
- (c) Warranty Returns. You may return the Equipment in the event of any mechanical or service failure under Section 10(d) of the Agreement. HSB will coordinate the return of the non-functional, HSB-owned Equipment and shipment of replacement HSB-owned Equipment to you (as applicable) at no cost.

**TABLE 1**

<b>Equipment Type</b>	<b>Replacement Cost per Unit</b>
Gateway	\$308.00
Water Sensor	\$60.50
Temp Sensor	\$55.00
Leak/Freeze	\$44.00
Leak Probe (Leak/Freeze)*	\$10.00
Leak Probe (Meshify)*	\$10.00
Leak Rope*	\$20.00
Temp Probe*	\$25.00

\*accessories

12. Shipping and handling fees under paragraphs (a) and (b) of this Section 11 will be Ten Dollars (\$10) for the first unit of Equipment or accessory and Five Dollars (\$5) for each additional unit of Equipment or accessory thereafter. HSB will invoice you, as applicable, any and all shipping and handling fees which will be paid in full by you within thirty (30) days of the applicable invoice date. You will be not responsible for shipping and handling fees related to returns pursuant to paragraph (c) of this Section 11.

13. *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 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.