

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 **Jewelers Mutual Insurance Company SI** (“*Jewelers Mutual*”) and **The Boiler Inspection and Insurance Company of Canada** (“*HSB Canada*”), a reinsurance partner of Jewelers Mutual. By accepting this Agreement (via “click-through” 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 Sensor Program Participant Agreement (“*Agreement*”). If you are entering into this Agreement on behalf of an organization or entity, you represent that you have the authority to enter into this Agreement on behalf of such organization or entity and the references to “you” that follow in this Agreement will be to such organization or entity.

1. *Equipment; Services, Monitoring.* As a participant in and during the Term (defined below) of the Program you will be provided with remote sensor equipment (“*Equipment*”), remote monitoring services and web portal and mobile app access (collectively, the “*Services*”), all free of charge during the Term. The Equipment may include, but is not necessarily limited to, temperature and water presence sensors. You acknowledge that the Equipment and/or certain Program services may be provided to you on HSB Canada’s behalf by third parties, including HSB Canada’s affiliates (“*Affiliate Providers*”). You are under no obligation to purchase any Equipment or Services during the Term. In the event the Equipment senses certain conditions (e.g., significant interior temperature drops or the presence of water) at your location during the Term, HSB Canada or Affiliate Providers may alert you, Jewelers Mutual and HSB Canada. However, Jewelers Mutual and HSB Canada have no obligation to take any sort of action when it receives an alert. In addition, there is no guarantee, and HSB Canada and Affiliate Providers provide no such guarantees, that you or Jewelers Mutual 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, occurrence, or damage. Taking any action, including any preventative action, is solely your responsibility. HSB Canada and Affiliate Providers have no liability, and you release HSB Canada and Affiliate Providers from any such liability, for or in connection with the failure of an alert to activate or the failure to deliver an alert. Taking any action, including any preventative action, in response to an alert or otherwise is solely your responsibility. If you have any questions regarding the Services, you may contact the HSB Canadian Monitoring and Support Center at (844) 468-1866.
2. *Installation.* HSB Canada and/or Jewelers Mutual will provide you with the Equipment, installation instructions and in certain cases suggested installation locations based on information known about your location. However, the actual installation is your responsibility. Notwithstanding the foregoing, HSB Canada or its agent may perform the installation at your location.
3. *Portal and Mobile App Access; Data.* During the Term, you will be offered access to a web-based portal (“*Portal*”) and mobile application (“*Mobile App*”) each of which will allow you to remotely monitor Equipment status and Data (defined below). The Portal will be provided by HSB Canada, its Affiliate Providers, or a third party. The Portal’s and Mobile App’s terms of use and privacy policy (“*Terms of Use*”) are incorporated by reference in 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, the terms of this Agreement shall control.

To properly assess the Program and to provide the Program to you, Jewelers Mutual, HSB Canada, and its Affiliate Providers need to monitor your Portal or Mobile App and access certain data, including without limitation sensor data and metadata collected by your Portal or Mobile App and the Equipment at your location and/or transmitted through the Portal or Mobile App 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 hereby consent and give permission to Jewelers Mutual, HSB Canada and its Affiliate Providers to collect, access, copy, disclose, and use the Data in order to provide the Program to you as well as for the purposes set forth in the privacy policy. Except for Personal Information, Jewelers Mutual, HSB Canada and its Affiliate Providers may indefinitely retain and use all information collected or learned during the Program, including all Data, for any purpose provided that: (i) the Data is anonymized prior to being shared with any unaffiliated third party (other than third party service providers necessary

to the operation of the Program (e.g., a third party portal provider)); and, (ii) with respect to Personal Information, the collection, use, or disclosure of Personal Information is not in violation of applicable laws, including Privacy Laws.

Where you allow the Equipment to collect Data, or otherwise provide, disclose, or otherwise share Data (including Personal Information) with HSB Canada, its Affiliate Providers or Jewelers Mutual, you represent and warrant to HSB Canada, its Affiliate Providers or Jewelers Mutual that you have obtained from all individuals, persons, and third parties any required consents and authorizations, and have provided all required notices, with respect to the collection, retention, disclosure and use of the Data by HSB Canada, its Affiliate Providers or Jewelers Mutual required under applicable laws, including but not limited to Privacy Laws.

“*Personal Information*” means Data that is information about an identifiable individual, or that is otherwise personal information under Privacy Laws. “*Privacy Laws*” means all federal, provincial, state, municipal or other laws in any jurisdiction governing the collection, use, disclosure, or processing of information about an identifiable individual, including the *Personal Information Protection and Electronic Documents Act* (Canada) and equivalent provincial and state laws.

4. *Participation.* The Program will commence on the date the Equipment initially is shipped to you and terminate on the date that is twenty-four (24) months thereafter unless the Program is terminated earlier in accordance with Section 5 or extended in Jewelers Mutual and HSB Canada’s discretion (the “*Term*”).
5. *Termination.* The Program (including any service access) may be terminated early by Jewelers Mutual or HSB Canada if: (i) they determine that the continuation of the Program is impossible or impractical for any reason; (ii) you cease to be an insured of Jewelers Mutual; (iii) you do not comply with the terms of this Agreement or the Terms of Use; (v) either HSB Canada or its Affiliate Providers cease to offer the Equipment or Services for any reason; or (vi) either Jewelers Mutual or HSB elect not to renew. Upon conclusion or termination of the Program you shall be responsible for the Equipment and any costs related to the Equipment (e.g., costs for subscription or monitoring services, maintenance, installation of newer device version, removal, internet/Wi-Fi access and portal/app access) thereafter should you be allowed (in Jewelers Mutual’s and HSB Canada’s sole discretion) to retain the Equipment and opt to keep using it.
6. *Costs.* Jewelers Mutual and HSB Canada will be responsible for all costs associated with the Services, as well as all costs associated with installation and cellular connectivity of the Equipment and your Portal and Mobile App access during the Term. You remain responsible for your standard electrical, replacement battery and internet costs (as necessary) for the Equipment to operate. If the Equipment fails or malfunctions during the Term, neither Jewelers Mutual, HSB Canada nor the Affiliate Providers are responsible for replacing or fixing such Equipment, though they may at their option do so.
7. *Equipment as a Service.* During the Term of the Program 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 Canada-owned remote sensor Equipment as set forth in this Agreement.
8. *Title; Responsibilities; Restrictions.*
 - (a) Title to and ownership of all Equipment will at all times remain with HSB Canada 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 Canada. You shall have the limited right to use the Equipment in a commercially reasonable manner solely as contemplated by this Agreement.
 - (b) You (i) shall not remove, reverse engineer, tamper with, modify, alter or destroy in any way any Equipment, or any label thereon, without the prior written consent of HSB Canada, or use the Equipment in any way that violates any applicable laws or regulations; (ii) shall not affix or install any accessory, addition, upgrade, equipment or device to the Equipment unless expressly approved in writing by HSB Canada; (iii) will, at your

own cost and expense, keep the Equipment in good repair, appearance and condition, subject to normal wear and tear; and (iv) 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.

- (c) Upon the effective date of termination or expiration of this Agreement or the Program, you will immediately cease all use of the Equipment and related services. Unless HSB Canada or Jewelers Mutual notify 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 Canada. If you fail to do so, HSB Canada will have the right, in its sole and exclusive discretion, to: (i) charge (and you will pay) HSB Canada'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.
- (d) With reasonable advance notice, you agree to allow HSB Canada, its Affiliate Providers, or their respective agents to enter your property at which the Equipment is located (the "*Premises*") 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 Canada, its Affiliate Providers, and their respective agents 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 Canada, its Affiliate Providers, and their respective agents into the Premises to perform the activities specified above. In addition, you agree to supply HSB Canada, its Affiliate Providers, and their respective agents, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.
- (e) All Equipment belongs to HSB Canada, its Affiliate Providers, or other third parties and will not be deemed fixtures or in any way part of the Premises. By first giving reasonable advance notice, HSB Canada may remove, upgrade or change the Equipment at HSB Canada's discretion at any time. You acknowledge that any addition to, removal of or change to the Equipment may interrupt the services. You may not sell, lease, abandon, or give away the Equipment, or permit any other service provider to use the Equipment. The Equipment may only be used in the applicable Premises approved by HSB Canada unless expressly permitted in advance in writing by HSB Canada and Jewelers Mutual. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE EQUIPMENT AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY HSB CANADA, THE EQUIPMENT MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than HSB Canada, its Affiliate Providers, or their respective agents to service the Equipment. You are responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Equipment to HSB Canada in an undamaged condition, normal wear and tear excepted. Use of the Equipment, including without limitation for transmission, communications or storage of any information, data or material, in violation of any federal, state, provincial or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Equipment at the Premises or at other locations authorized by HSB Canada and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You are liable for all authorized and unauthorized use of the Equipment and agree to notify HSB Canada and Jewelers Mutual immediately if the Equipment has been stolen, damaged or used without HSB Canada's authorization.
- (f) Unless otherwise agreed by you and Jewelers Mutual, installation of the Equipment is your responsibility. In the event that you are installing the Equipment, Jewelers Mutual, HSB Canada, or the Affiliate Providers 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 the HSB Canada Monitoring and Support Center at (844) 468-1866 to verify proper installation. If Jewelers Mutual, HSB Canada, the Affiliate Provider, or their respective third-party Equipment installers will be installing the Equipment, Jewelers Mutual or HSB Canada will coordinate an Equipment installation date with you and you agree to allow HSB Canada, the Affiliate Providers, or their respective third-party Equipment installers access to your Premises so that HSB Canada, the Affiliate Providers, 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 HSB Canada, the Affiliate Providers, or their respective third-party Equipment installer.

- (g) YOU UNDERSTAND THAT THE SERVICES ARE NOT AN EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL HSB OR JEWELERS MUTUAL 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.
9. *Feedback.* Your opinion and feedback are critical to the assessment of the Program. Therefore, Jewelers Mutual and HSB Canada may from time to time ask you to provide responses to basic questionnaires or surveys.
10. *Liability.* Neither Jewelers Mutual, HSB Canada, its Affiliate Providers, nor any of their respective officers, directors, employees, agents, contractors, subsidiaries, affiliates, successors and permitted assigns (collectively the “*Affiliated Parties*”): (i) make any warranties, representations, conditions or guarantees regarding the Program, including without limitation the success of the Program, detection, reduction in severity or prevention of any losses or occurrences, or any savings, the Equipment, the Portal, the Mobile App, quality, safety, performance, or any other aspects of the Program or the Services; (ii) guarantee that the Services will be satisfactory to you, or that the operation of the 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 this Program, including without limitation Equipment defects, failures, malfunctions or installations, except to the extent of any liability as contemplated under any applicable Jewelers Mutual insurance policy. Jewelers Mutual, HSB Canada, and the Affiliate Providers expressly disclaim any such liabilities, representations, warranties, conditions, and guarantees. NEITHER JEWELERS MUTUAL, HSB CANADA, NOR THE AFFILIATED PERSONS WILL HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN THE PROGRAM, INCLUDING THE INSTALLATION, OR YOUR USE OF, THE EQUIPMENT. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER JEWELERS MUTUAL, HSB CANADA, NOR THE 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. JEWELERS MUTUAL, HSB CANADA, AND THE AFFILIATED PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. *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 CANADA, JEWELERS MUTUAL 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.

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, Jewelers Mutual and/or HSB Canada relating to the Program. No act, document, usage or custom will be deemed to modify or amend this Agreement in any way. The laws of the Province of Ontario will govern this Agreement and the transactions it contemplates, without reference to rules regarding conflicts of law.