

SENSOR PROGRAM PARTICIPANT AGREEMENT

This Sensor Program Participant Agreement contains the terms and conditions regarding your participation in the sensor program (the “*Program*”) being conducted by **Jewelers Mutual Insurance Company** (“*Jewelers Mutual*”) and **The Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”), a reinsurance partner of Jewelers Mutual. 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.

1. *General.* By signing below (via electronic or otherwise) to this Agreement, 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 and accept the terms of this Agreement on behalf of such entity. This Agreement will remain in full force and effect as long as you continue to access and use the Services described below, or until it is terminated in accordance with its terms.

2. *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 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 Program, HSB may alert Jewelers Mutual and you at the designated contacts provided by you. However, Jewelers Mutual and HSB have no obligation to take any sort of action when it receives an alert. In addition, there is no guarantee 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, in response to an alert or otherwise is solely your responsibility. If you have any questions regarding the Services, you may contact the HSB Monitoring and Support Center at (844) 468-1866.

3. *Installation.* HSB 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.

4. *Portal; Mobile App.* During the Term HSB will offer you 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. The Portal will be provided by HSB, its affiliates or a third party. The Portal’s and Mobile App’s terms of use and privacy policy (links: <https://hsbprod.carbon.meshify.com/api/files/public/docs/mobile/mobilelegalnotice.pdf>; <https://hsbprod.carbon.meshify.com/api/files/public/docs/mobile/mobileprivacypolicy.pdf>) 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.

5. *Access; Data.* To properly provide you the Services and to operate and assess the Program and their IoT operations, Jewelers Mutual and HSB will have access to, and may monitor, your Portal and Mobile App. Jewelers Mutual and HSB also will access certain data, including without limitation, data and metadata collected by the Equipment at your location and/or provided by you or Jewelers Mutual to HSB, or transmitted through the Portal, Mobile App and/or any other Program-related website, web application, or mobile application (e.g., an enrollment site or application) (“*Data*”). By signing below you give permission to Jewelers Mutual and HSB to access the Data. Jewelers Mutual and HSB may indefinitely use all information collected or learned during the Program, including any such Data, as Jewelers Mutual or HSB see fit so long as 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 (for example, a third party portal provider)).

6. *Participation.* The Program will commence upon the date that Equipment initially is shipped to you and terminate on the date that is twenty-four months (24) months thereafter unless the Program is terminated earlier in accordance with this paragraph or extended in Jewelers Mutual’s and HSB’s discretion (the “*Term*”). The Program and Services may be terminated early if (i) you cease to be an insured of Jewelers Mutual, (ii) you do not comply with the terms of this Agreement, (iii) you are no longer using the Equipment or Jewelers Mutual is notified your Equipment

is inactive; or (iv) Jewelers Mutual or HSB determine that the continuation of the Program (either on a whole or at your specific location) is impossible or impractical for any reason.

7. *Costs.* Jewelers Mutual and HSB will be responsible for all costs associated with the Services, as well as all costs associated with 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 nor HSB are responsible for replacing or fixing such Equipment, though they may at their option do so.

8. *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-owned remote sensor 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.
- (b) You (i) shall not 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 keep the Equipment in the building (“Premises”) that you agreed to install it in with Jewelers Mutual and HSB; (iii) shall not affix or install any accessory, addition, upgrade, equipment or device to the Equipment unless expressly approved in writing by HSB; (iv) shall, at your own cost and expense, keep the Equipment in reasonably good condition, subject to normal wear and tear; and (v) shall be liable for the costs of repair or replacement of Equipment if damaged or lost due to theft, negligence, 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 uses of the Equipment and agree to notify HSB promptly if the Equipment has been stolen, damaged or used in an unauthorized manner.
- (c) On the date the Program terminates you will immediately cease all use of the Equipment and other Services. Within fifteen (15) days of termination of the Program, you will remove, package and ship, at your own cost and expense and in a commercially reasonable manner, all Equipment to an address 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); 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) HSB may from time to time update the Equipment. You agree to allow HSB and HSB’s agents to enter your Premises upon reasonable 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.
- (e) All Equipment belongs to HSB and will not be deemed fixtures or in any way part of the Premises. You may not sell, lease, abandon, or give away the Equipment, or permit any other service provider to use the Equipment. You understand and acknowledge that if you attempt to install or use the equipment in a building other than the Premises, the equipment may fail to function or may function improperly.
- (f) YOU UNDERSTAND THAT NETHER THE EQUIPMENT NOR THE SERVICES ARE 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.

9. *Liability.* Neither Jewelers Mutual, 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 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 and HSB expressly disclaim any such liabilities, representations, warranties and guarantees. NEITHER JEWELERS MUTUAL, HSB, 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, 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, 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.

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, 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.

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

11. *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 relating to the Program. No act, document, usage or custom will be deemed to modify or amend this Agreement in any way. Delaware law will govern this Agreement and the transactions it contemplates, without reference to rules regarding conflicts of law.

Attachment 3

EaaS Terms

SECTION 1. Applicability; General; Program Fees. The EaaS Terms contained in this Attachment 3 apply to Order 2, pursuant to which HSB will provide Equipment as a Service to JM and/or Participants. To the extent of any conflict between these EaaS Terms and Order 2, these EaaS Terms control. Capitalized terms used but not defined in these EaaS Terms have the meanings given in Order 2 and/or the Master IoT Agreement (“Agreement”) referenced in such Order 2. HSB will provide the Equipment as a Service via an adjusted monthly Program Fee. No separate Equipment Fees will be charged.

SECTION 2. Rights, Title, Ownership. Title to and ownership of all Equipment provided as a Service by HSB will at all times remain with HSB and will not transfer to JM or the Participants at any time. Upon expiration or termination of the applicable Participant Term the Parties will coordinate regarding HSB’s removal of HSB-owned Equipment from Participant locations. Neither JM nor the Participants shall have any right or interest in or to the Equipment except as expressly provided in this Section. JM and the Participants shall possess the Equipment subject and subordinate to the rights of HSB. JM shall have the limited right to use the Equipment and have the Participants use the Equipment in a commercially reasonable manner in connection with the other Services provided by HSB to JM and/or Participants during the term of the applicable Participant Term.

SECTION 3. HSB Responsibilities for HSB-Owned Equipment. For any Equipment provided as a Service (for which title does not pass to JM), HSB will not pass through to JM any transferable warranty provided to HSB by the applicable Equipment Provider as set forth in Section 9 of the Agreement. With respect to Equipment provided as a Service, in the event of any mechanical or service failure of the applicable HSB-owned Equipment under conditions of normal use and service, HSB will repair or replace such Equipment at no cost to JM or the Participants, 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, improper storage or handling of the Equipment occurring after delivery, modifications made by or on behalf of JM or the Participant unless made by HSB, unauthorized service work, failure to follow instruction or operating manuals or other instructions issued by HSB, 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 JM or the Participant has notified HSB or the repair or replacement is not feasible for any reason, HSB may, in its sole and exclusive discretion, terminate the applicable Participant Term upon written notice to JM, in which case HSB will refund to JM 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. EXCEPT AS EXPRESSLY SET FORTH IN ANY LIMITED WARRANTY INCORPORATED INTO THE ORDER, WITHOUT LIMITING ANY OTHER PROVISION OF THE AGREEMENT, JM’S 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 Participants or third parties or due to a Non-Covered Event, HSB has no responsibility to repair or replace such Equipment and has no obligation to return any pre-paid Fees.

SECTION 4. Termination, Return of HSB-Owned Equipment. Upon the effective date of termination or expiration of the applicable Participant Term, JM and each Participant must immediately cease all use of any HSB-owned Equipment and related Services. Within fifteen (15) days thereafter, Participants

will need to remove, package and ship, at Participants' cost and expense and in a commercially reasonable manner, all HSB-owned Equipment to HSB

SECTION 5. Restrictions. WITHOUT LIMITING ANY OTHER PROVISION OF THE AGREEMENT, THE EQUIPMENT IS PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS. All Equipment belongs to HSB and will not be deemed fixtures or in any way part of a Participants' location. HSB may remove, upgrade or change the Equipment at HSB's discretion at any time. JM acknowledges that any repair, addition to, removal of or change to the Equipment may temporarily interrupt the Services. HSB will use commercially reasonable efforts to minimize such any such interruption.