

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. By signing below, 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.

1. *Equipment; Monitoring.* As a participant in and during the term of the Program you will be provided with remote sensor equipment (“*Equipment*”), remote monitoring services and web portal access, all free of charge during the Term (defined below). The Equipment may include, but is not necessarily limited to, temperature, humidity 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 you and Jewelers Mutual. However, Jewelers Mutual has 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 or occurrence. Taking any action, including any preventative action, is solely your responsibility.

2. *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.

3. *Portal Access; Data.* During the Term you will be provided with access to a web 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, Jewelers Mutual and HSB need to monitor your portal and access certain data, including without limitation sensor data and metadata (“*Data*”) 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. By signing below you give permission to Jewelers Mutual and HSB to access (i) your portal and (ii) 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 (e.g., a third party portal provider)).

4. *Participation.* The Program term (“*Term*”) will commence upon installation of Equipment and conclude on August 28,2020, unless the Program is terminated earlier in accordance with this paragraph or extended in Jewelers Mutual’s and HSB’s discretion. The Program (including any portal access) may be terminated early if you cease to be an insured of Jewelers Mutual, you do not comply with the terms of this Agreement, or if Jewelers Mutual or HSB determine that the continuation of the Program (either on a whole or at your location) is impossible or impractical for any reason. The Equipment will at all times remain the property of HSB and/or Jewelers Mutual. During the Program, you agree not to remove, destroy, reverse engineer, tamper with or modify the Equipment. Upon conclusion or termination of the Program, Jewelers Mutual or HSB will coordinate with you regarding the removal and return of all Equipment from your location.

5. *Costs.* Jewelers Mutual and HSB will be responsible for all costs associated with the purchase 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 Jewelers Mutual nor HSB are responsible for replacing or fixing such Equipment.

6. *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.

7. *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, quality, safety, performance, or any other aspects of the Program or the Equipment; (ii) guarantee that the Equipment will be satisfactory to you, or that the operation of the Equipment 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.

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, 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.

9. *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.

