

## USER AGREEMENT

This User Agreement (“*Agreement*”) contains the terms and conditions regarding your participation in the sensor program (the “*Program*”) being conducted by **Tokio Marine HCC- Public Risk Group** (“*Company*”) and **The Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”), a reinsurance partner of Company and managing partner in providing the Services to you. By accepting this Agreement (by electronic “clickthrough” or otherwise), 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; Services; Alerts.* During the Term (defined below), you will be provided with remote sensor equipment (“*Equipment*”) and remote monitoring services and web portal access (collectively with the Equipment, the “*Services*”) all free of charge. The Equipment may include, but is not necessarily limited to, temperature, humidity and water presence sensors. You are under no obligation to license any Equipment or use any 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 may alert you and Company. However, there is no guarantee that you or Company 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.

2. *Portal Access; Data.* HSB and Company will have access to your portal and may monitor your use of it. HSB and Company may also collect, use, disclose, and retain certain data and information regarding your use of the portal and your participation in the Program. HSB’s use, collection, disclosure, and retention of such data and information will be governed by its privacy policy located at: [Privacy Statement | HSB: US-based with a global reach \(munichre.com\)](#) which privacy policy may be updated from time to time and is incorporated herein by reference and made apart hereof. Company may indefinitely use all data and information collected or learned during the Program as Company sees fit so long as the data and information is anonymized or aggregated prior to such use or prior to being shared with any unaffiliated third party (provided however, Company may disclose identifiable data and information to third party service providers necessary to the operation of the Program, if and to the extent applicable).

3. *Participation.* The term of this Agreement will commence on the date the Equipment is shipped to you and continue for a period of twelve (12) months (the “*Initial Term*”), unless the Program is terminated earlier in accordance with this paragraph. The Initial Term will automatically renew for successive twelve (12) month periods (each a “*Renewal Term*”, and together with the Initial Term, the “*Term*”) unless you are notified by either the Company or HSB that either elects not to renew. The Agreement (including any Services and portal access) may be terminated early if you cease to be an insured of Company, you do not comply with the terms of this Agreement, or if Company or HSB determine that the continuation of the Program (either on a whole or at your location) is impossible or impractical for any reason.

4. *Costs.* Company and HSB will be responsible for all costs associated with Services, 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 Company nor HSB are responsible for replacing or fixing such Equipment.

5. *Title; Responsibilities; Restrictions.*

- (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 (and shall not permit any third party to) 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, or use the Equipment in any way that violates any applicable laws or regulations; (ii) shall not (and shall not permit any third party to) affix or install any accessory, addition, upgrade, equipment or device to the Equipment unless expressly approved in writing by HSB; (iii) shall, at your own cost and expense, keep the Equipment in good repair, appearance and condition, subject to normal wear and tear; and (iv) shall 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, you will immediately cease all use of the Services. Unless HSB or Company 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. 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.
- (d) You agree to allow HSB and HSB's agents to enter your property at which the Equipment is located (the "Premises") 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, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.
- (e) 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 remove, upgrade or change the Equipment at HSB'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 unless expressly permitted in advance in writing by HSB. 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, THE EQUIPMENT MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than HSB or its 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 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 U.S. federal, state 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 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 immediately if the Equipment has been stolen, damaged or used without HSB's authorization.
- (f) Unless otherwise agreed by you and Company, HSB or its third-party Equipment installer will be installing the Equipment. HSB will coordinate an Equipment installation date with you and you agree to allow HSB or its third-party Equipment installer access to your Premises so that HSB or its third-party Equipment installer 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 or its third-party Equipment installer.

In the event that you are installing the Equipment, Company or 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 the HSB's Monitoring and Support Center at (844) 468-1866 to verify proper installation.

- (g) YOU UNDERSTAND THAT THE SERVICES ARE NOT AN EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL HSB OR COMPANY 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.

6. *Liability.* Neither Company, 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 COMPANY insurance policy. COMPANY and HSB expressly disclaim any such liabilities, representations, warranties and guarantees. NEITHER COMPANY, 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 COMPANY, 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. COMPANY, 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.

7. *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, COMPANY 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.

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

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, Company 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.