

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 **Brown and Brown Insurance**, the administrator of your Professional Protector Plan (“*COMPANY*”) and **The Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”). By accepting this Agreement (via electronic “click-through” 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.* As a participant in and during the term of the Program you will be provided with remote sensor equipment (“*Equipment*”) which HSB may also make available to you as sensor equipment kits (each an “*Equipment Package*”), remote monitoring services and web portal access (“*Services*”) during the Term (defined below). The Equipment and Equipment Packages may include, but are not necessarily limited to, temperature, humidity and water presence sensors. 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 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. *Installation.* HSB 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 shall be your sole 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, COMPANY and HSB will have access to, and may monitor your portal and access certain data, including without limitation sensor data and metadata, and information that identifies, may directly or indirectly identify, you or your household 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 (the “*Data*”). By accepting this Agreement (via electronic “click-through” or otherwise), you give permission to COMPANY and HSB to access (i) your portal and (ii) the Data. COMPANY and HSB may indefinitely use all information collected or learned during the Program, including any such Data, as COMPANY or HSB see fit and, so long as the Data is anonymized prior to being shared with any unaffiliated third party (provided however, that third parties necessary to the operation of the Program (e.g., a third party service provider or, in the case of COMPANY, a third party associated with your Professional Protector Plan) may receive identifiable Data).

4. *Participation.* This Agreement shall be effective commencing on the date that HSB ships the Equipment to you and continue for a twenty-four (24) month period (the “*Initial Term*”). The Initial Term will automatically renew for consecutive twelve (12) month periods (each a “*Renewal Term*”, and collectively with the Initial Term, the “*Term*”), unless: (i) you notify HSB that you do not wish for the Agreement to renew within thirty (30) days prior to the expiration of the applicable Renewal Term; or (ii) this Agreement is terminated in accordance with this Section. 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).*

5. *Shipping and Program Fees – Initial Equipment Package.* The Company will be responsible for all costs associated with the licensing of your Equipment Package, 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 as well as any additional Equipment that you may order in accordance with Section 6. If the Equipment fails or malfunctions during or after the Term, neither Company nor HSB are responsible for replacing or fixing such Equipment.

6. *Shipping and Program Fees for Additional Equipment.*

- (a) You will be responsible for one-time shipping and handling fees and the recurring, monthly Program fees (“*Program Fee*”) for any additional Equipment that you request, payable through a third party e-commerce website (“*Payment Site*”) that you will be directed to as part of the process to order additional Equipment. The monthly Program Fee you are responsible for will be based on the types and quantities of additional Equipment provided to you and will be displayed on the Payment Site. To use the Services and receive the additional Equipment, you will need to provide the Payment Site with a current, valid, accepted method of payment (“*Payment Method*”). You are responsible for the monthly Program Fees for the entire duration of your Term. 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 additional Equipment and associated 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 on a monthly basis. 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. Please 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 ninety (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, complete 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.
- (f) If any of the additional Equipment that you ordered has been lost, stolen, or damaged by you (or by any third party) at any time after it has been shipped by HSB or if you return an Equipment Package that is incomplete (e.g. sensor(s) is(are) missing) upon termination of your participation in the Program, HSB will charge you for the replacement of any such HSB-owned Equipment. All replacement fees associated with the lost, stolen, or damaged HSB-owned Equipment or Equipment

Package returns that are incomplete, including the applicable shipping and handling fees (if any), will be charged to you through the Payment Site or invoiced by HSB (at HSB's sole discretion).

7. *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 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 affix or install any accessory, addition, upgrade, equipment or device to the Equipment unless expressly approved in writing by HSB; (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 you will immediately cease all use of the Equipment and related 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, COMPANY, or HSB's or COMPANY'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 or COMPANY 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, COMPANY, or their respective agents into the Premises to perform the activities specified above. In addition, you agree to supply HSB, COMPANY or their respective 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.

8. *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.

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, 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.

10. *Feedback.* Your opinion and feedback are critical to the assessment of the Program. Therefore, COMPANY 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, 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.