

USER AGREEMENT

Overview

- The Ting sensor and services are provided to you for free for one year, provided that you maintain an active personal lines or commercial lines policy with Ohio Mutual.
- You have no obligation to continue with the Ting service if Ohio Mutual or HSB cease to offer the Ting equipment and services to you. You also have no obligation to continue with the Ting service and may cancel at any time at no cost to you.
- You are agreeing to install the Ting within ten days of receipt. A smartphone and Wi-Fi connection are required to activate and receive the Ting services.
- Whisker Labs, Inc., the Ting sensor and services provider, will monitor your home's electrical system to help detect faults that could lead to electrical fires.
- The Ting service is a concierge service. If necessary, Whisker Labs helps coordinate and cover up to \$1,000 in labor costs for any repairs of electrical fire hazards detected by the sensor.

This User Agreement (“*Agreement*”) contains the terms and conditions regarding your participation in an electrical hazard monitoring service program (the “*Program*”) being conducted by **The Hartford Steam Boiler Inspection and Insurance Company** (“*HSB*”), a reinsurance provider of **Ohio Mutual Insurance Company** and its affiliates (“*Company*”). By accepting this Agreement (via electronic “click-through”, wet signature, 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 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. *Ting Services; Location Visits.* During the Term (defined below), you will be provided with the Whisker Labs’ “Ting” sensor (the “*Sensor*”) and access to the App (defined below), as well as related standard set of analytics and notification services (collectively, the “*Ting Services*”) offered by Whisker Labs (“*Services Provider*”). If a real electrical hazard is detected at your location, the Services Provider may deploy a Services Provider-authorized independent contractor to examine your location. HSB (or their respective representatives) may attend any such location visit but are not required, and have no duty, to do so. For the avoidance of doubt, any location visit by any of the Services Provider, HSB (or their respective representatives) will be subject to your availability and consent. HSB will not charge you fees for any location visit.

2. *Provision of Information.* By accepting this Agreement (via electronic “click-through”, wet signature, or otherwise), you authorize the HSB and its agents to provide the Services Provider with information necessary to enroll you in the Program and for the Services Provider to provide the Sensor and Ting Services, such as your contact information, including your name, policy number, phone number, email address, and physical address.

3. *Installation; Activation.* You agree to install the Sensor by plugging it into wall outlets at your location within ten (10) days after the date that you receive the Sensor. You represent and warrant that you own the location where the Sensor is to be installed or otherwise have received the appropriate authority and/or consent to such installation. Once the Sensor is installed, you will promptly activate your Ting Services using the App. The App will guide you through the Wi-Fi connection process and display available networks and the strength of those networks. The Sensor requires a 2.4 GHz wireless connection. A 5 GHz network (i.e., Wi-Fi name/SSID) will not be returned as a Wi-Fi option.

4. *Participant Obligations; Alerts.* The Sensor will need a Wi-Fi connection to operate and providing such Wi-Fi connectivity at your expense is your responsibility. You agree not to remove, destroy, reverse engineer, tamper with or modify the Sensor during the Term. In the event the Sensor senses certain conditions (e.g., potential hazards related to electrical anomalies) at your location during the Term, you hereby authorize the Services Provider to alert you, HSB, and Company. However, there is no guarantee that you will receive any such alert, even if certain conditions are sensed, or that any such alert or the Sensor will prevent, or reduce the severity of, any type of loss or occurrence. Taking any action, including any preventative action, is solely your responsibility. Please refer to the

Services Provider's Terms of Use (see Section 5 below) for the remediation credit applicable to real electrical hazards that may be detected by the Sensor.

5. *App Access; Data.*

- a. During the Term, you will be provided with access to the Services Provider's mobile app (the "*App*") allowing you to connect the Sensor to your Wi-Fi connection and further allowing you, and the Services Provider to remotely monitor Sensor data from your location. Prior to accessing the App, you will need to acknowledge the Service Provider's standard terms of service and privacy policy (together "*Terms of Use*") (Terms of Service: <https://www.tingfire.com/ting-terms-of-service/> ; Privacy Policy: <https://www.whiskerlabs.com/privacy/>). You will need a standard mobile device (e.g. smart phone, tablet) in order to access and use the App as part of your participation in the Program.
- b. To properly assess the Program, the Services Provider needs to monitor the App and assess the sensor data collected by the Ting Services at your location and use your contact information to communicate with you or otherwise provide the Ting Services to you during your participation in the Program (collectively, the "*Data*"). By accepting this Agreement (via electronic "click-through", wet signature, or otherwise), you give permission to the Services Provider to:
 - i. provide the Data to HSB in order to assist the Services Provider in providing the Ting Services, assessing the Data, and monitoring the App. HSB may use the Data that the Services Provider provides for any other purpose so long as the Data is anonymized and aggregated (containing no personal information) prior to being shared with any unaffiliated third party (other than third party service providers necessary to the operation of the Program);
 - ii. provide Company with the following: your name and email address, the number of Sensor units shipped to you, the number of installations at your location, the number of electrical hazards detected at your location, any determination (with or without Services Provider-authorized independent contractor location visit) as to the cause of the electrical hazard at your location, and the number of any power quality issues detected at your location ("*Participation Data*"). Company will have the right to use the Participation Data only for its internal purposes, with no right of sale or distribution. However, Company may share the Participation Data as needed with regulators or as required by law.
- c. HSB will not sell your Data, including Participation Data, for marketing or commercial purposes.

6. *Term.* Your "*Initial Participation Period*" will be for a period commencing on the date the Sensor is installed and activated and continuing for a period of twelve (12) months. Your Initial Participation Period will automatically renew for subsequent twelve (12) month terms (each a "*Renewal Participation Period*", together with the Initial Participation Period, the "*Term*") unless the Program or this Agreement is terminated earlier in accordance with Section 7.

7. *Termination.* The Program (including any Ting Services access) or this Agreement may be terminated by Company or HSB 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 Company; (iii) you do not comply with the terms of this Agreement; or (iv) the Services Provider ceases to offer its electrical hazard monitoring technologies and solutions for any reason. Upon conclusion or termination of the Program, you shall be responsible for the Sensor and any costs related to the Sensor (e.g., costs for subscription or monitoring services, maintenance, installation of newer device version, removal, internet/Wi-Fi access and App access) thereafter should you, at your sole discretion, wish to retain the Sensor and opt to keep using it. You may choose to terminate your participation in the Program at any time by contacting HSB.

8. *Costs.* Except as otherwise stated herein or as otherwise agreed upon between you and the Company, Company will be responsible for all costs, associated with the Ting Services, as well as all costs associated with your App access during your Initial Participation Period, but not during any Renewal Participation Period. You remain responsible for your standard internet/Wi-Fi costs for the Ting Services to operate. In no event will HSB be

responsible for reimbursing you for any costs or expenses for you to repair any conditions sensed by the Ting Services within your location.

9. *Repair and Replacement of Sensor.* If the Sensor fails or malfunctions due to defects in material or workmanship under normal use during the Term, the Services Provider will be responsible to repair or replace the Sensor in accordance with the Services Provider's Terms of Use. The Service Provider's warranty in the Terms of Use represents your sole and exclusive remedy with respect to Sensor repair or replacement and is contingent on you providing all necessary information to assist Services Provider in attempting to resolve the alleged fault.

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

11. *Liability.* HSB (and any of its officers, directors, employees, agents, contractors, subsidiaries, affiliates, successors and permitted assigns, collectively the "*Affiliated Persons*") does not (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 Ting Services, the Sensor, the App, any enlistment or enrollment website, web portal, or any other electronic platform related to the Program, quality, safety, performance, or any other aspects of the Program or the Ting Services; (ii) guarantee that the Ting Services will be satisfactory to you, will function properly, or that the operation of the Ting 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 Ting Services or Sensor defects, failures, malfunctions or installations, your use of the Service Provider's App, any enlistment or enrollment website or web portal or other electronic platform related to the Program, electronic or other communications with the Services Provider, or bodily injury or property damage caused by third parties. HSB expressly disclaim any such liabilities, representations, warranties and guarantees. NEITHER HSB, NOR THEIR 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 TING SERVICES, OR ANY LOSS OF YOUR PERSONAL INFORMATION RESULTING FROM A COMPROMISE OF THE TING SERVICES BY A HACKER OR ANY OTHER UNAUTHORIZED THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER HSB, NOR THEIR 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. 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.

12. *Nature of Sensor and Service.* THE SENSOR AND SERVICES ARE NOT A SUBSTITUTE FOR ANY THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR ANY FIRE OR SMOKE DETECTORS. UNDER NO CIRCUMSTANCES WILL HSB DISPATCH EMERGENCY SERVICES TO YOUR LOCATION. PLEASE DO NOT CONTACT HSB WITH ANY LIFE/SAFETY EMERGENCY, MEDICAL EMERGENCY, OR ANY OTHER EMERGENCY. IF YOU HAVE ANY SUCH EMERGENCY, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR OTHER APPROPRIATE EMERGENCY RESPONSE SERVICE.

13. *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.