

USER AGREEMENT

This User Agreement (“*Agreement*”) contains the terms and conditions regarding your access to and use of the Services (defined below) being conducted by THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY (“*HSB*”). By accepting this Agreement, 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.

1. *Equipment; Services.* During the Term (defined below), HSB may provide you, free of charge, with certain technology or equipment (the “*Equipment*”) for installation at your location as well as related remote monitoring services and web portal or mobile application access (collectively, with the Equipment, the “*Services*”) offered by itself or by Whisker Labs, Inc. (“*Whisker*”). In no event will HSB be responsible for reimbursing you for any costs or expenses unless HSB has specifically agreed in writing to do so. You may be required to return the Equipment to or permit the Equipment’s removal by HSB or Whisker upon expiration or termination of this Agreement or at any time on HSB’s or Whisker’s request.

2. *Obligations.* You are under no obligation to purchase the Services. 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 Whisker, 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) sell, lease, abandon, or give away the Equipment, or permit any other service provider to use the Equipment or Services, (iii) shall not affix or install any accessory, addition, upgrade, equipment or device to the Equipment unless expressly approved in writing by HSB or Whisker; (iv) shall, at your own cost and expense, keep the Equipment in good repair, appearance and 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, intentional acts, unauthorized uses or acts or other causes within your reasonable control. In the event the Equipment senses certain electrical or environmental conditions (e.g., potential hazards related to electrical anomalies, temperature fluctuations, etc.) at your location during the Term, HSB or Whisker may alert you. However, there is no guarantee that you will receive any such alert, even if certain conditions are sensed, or that any such alert will prevent any type of loss or occurrence. Taking any action, including any preventative action, is your responsibility. You agree to keep the specifications, features and functions of the Equipment confidential at all times during and after the Term.

3. *Installation.* You agree to install the Equipment at your location within five (5) days after the date that you receive the Equipment. You represent and warrant that you own the location where the Equipment is to be installed or, if your location is under lease, you represent that you have obtained any necessary permission from the property owner allowing such installation. HSB or Whisker will provide you with the Equipment, installation instructions, and suggested installation locations.

4. *Title; Return; Restrictions.*

- (a) You shall have the limited right to use the Equipment in a commercially reasonable manner solely as contemplated by this Agreement. Title to and ownership of all Equipment will at all times remain with HSB or Whisker, as applicable, 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 at all times possess the Equipment subject and subordinate to the rights of HSB or Whisker, as applicable.
- (b) Upon the effective date of termination of this Agreement, you will immediately cease all use of the Services. Unless HSB or Whisker notify you otherwise, within fifteen (15) days of such termination, you will remove, package and ship, at your own cost and expense and in a commercially reasonable manner, all Equipment to HSB or Whisker, as applicable. If you fail to do so, HSB or Whisker will have the right, in their respective sole and exclusive discretion, to: (i) charge (and you will pay) applicable standard monthly 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/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.

- (c) All Equipment belongs to HSB or Whisker and will not be deemed fixtures or in any way part of your location. HSB or Whisker may upgrade or change the Equipment at HSB's discretion at any time during the Term upon reasonable advance notice to you. You acknowledge that any addition to, removal of or change to the Equipment may interrupt the Services. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE EQUIPMENT AT A LOCATION OTHER THAN THE YOUR LOCATION OR OTHERWISE EXPRESSLY AUTHORIZED BY HSB OR WHISKER, THE EQUIPMENT OR SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than HSB, Whisker, or their respective agents to service the Equipment. Use of the Services, 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.

5. *Portal Access; Data.* During the Term, you will be provided with free access to HSB's and Whisker's web portal and/or mobile application (collectively, the "App") allowing you, HSB, and Whisker to remotely monitor the Equipment and Data from your location. Prior to accessing the HSB or Whisker App, you will need to acknowledge HSB's and Whisker's standard terms of service and privacy policy, as applicable. To properly provide the Services to you, HSB and Whisker need to monitor the App, assess the data collected by the Services at your location, and use your contact information to communicate with you during the Term (collectively, the "Data"). By accepting this Agreement, you: (i) grant HSB a worldwide, perpetual, non-exclusive, irrevocable license to access to your account in the HSB App and to collect, use, access, transfer or otherwise process the Data in order to provide you with the Services during the Term; and (ii) grant Whisker a worldwide, perpetual, non-exclusive, irrevocable license to access to your account in the Whisker App and to collect, use, access, transfer or otherwise process the Data in order to provide you with the Services during the Term and permit Whisker to share with HSB: (a) access to your Whisker App account, and (b) your Data collected through the Whisker App. HSB and Whisker may collect, use, access, transfer, or otherwise process any and all information each is provided or learns during the Term, including any Data, as HSB and Whisker sees fit so long as such information or Data is anonymized or aggregated. HSB or Whisker will not share any information or Data with any third party unless it has first been anonymized or aggregated (other than with affiliates and third party service providers necessary for the provision of Services to you or as otherwise required by applicable laws).

6. *Term; Termination.* This Agreement will commence on the date that you accept these terms and will continue until HSB or Whisker terminates this Agreement in accordance with this Section (the "Term"). HSB or Whisker may immediately terminate this Agreement upon written notice to you (email permitted). HSB or Whisker may deactivate the Services at any time following termination of this Agreement.

7. *Costs.* HSB or Whisker will be responsible for all costs associated with the Services, as well as all costs associated with your App access during the Term. You remain responsible for your standard electric and Wi-Fi costs, as applicable, necessary for the Equipment to operate. If the Equipment fails or malfunctions during the Term, neither HSB nor Whisker is responsible for replacing or fixing such Equipment (except as may be provided for in any separate agreement between you and Whisker), though HSB or Whisker may in its sole discretion provide replacement or new Equipment to you.

8. *Feedback.* Your opinion, expertise and feedback are critical to the ongoing assessment of the Services. Therefore, you agree to timely complete from time to time basic questionnaires or surveys provided to you by HSB or Whisker.

9. *Liability.* Neither HSB, Whisker, nor any of their respective employees, agents, contractors, or affiliates (i) make any warranties, representations or guarantees regarding the Services, including without limitation prevention of any losses or occurrences, realizing any savings, the Equipment, the App, third party installers (if applicable), quality, safety, performance, or any other aspects of the Equipment or Services; (ii) guarantee that the Equipment or Services will be satisfactory to you, or that the operation of the Equipment or Services will be uninterrupted or error free, or (iii) are liable to you in any way for any losses, claims or damages arising from this Agreement, including without limitation Equipment malfunctions or installations. HSB and Whisker expressly disclaim any such liabilities, representations, warranties and guarantees (except to the extent contemplated under the Whisker App's terms of service). NEITHER HSB NOR WHISKER WILL HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING THE INSTALLATION, OR YOUR USE OF, THE EQUIPMENT OR SERVICES, OR ANY LOSS OF YOUR PERSONAL INFORMATION RESULTING FROM A COMPROMISE OF THE EQUIPMENT, THE APP, OR THE SERVICES BY A HACKER OR ANY OTHER UNAUTHORIZED THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER HSB OR WHISKER 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 EXPRESSLY DISCLAIMS 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. *FOR INFORMATIONAL PURPOSES ONLY.* THE EQUIPMENT AND SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM, NOR SHOULD THEY BE USED FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. THE EQUIPMENT IS NOT EQUIPPED WITH AN AUDITORY OR VISUAL ALERT TO NOTIFY YOU IF POTENTIAL HAZARDS ARE DETECTED. ANY ALERTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR ANY THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR ANY FIRE OR SMOKE DETECTORS. UNDER NO CIRCUMSTANCES WILL HSB OR WHISKER DISPATCH EMERGENCY SERVICES TO YOUR LOCATION.

11. *Miscellaneous.* This is a legally binding Agreement that supersedes any proposal, prior agreement or understanding, oral or written, and any other communication between you and HSB or Whisker. 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. This is not an employment agreement and in no way shall be construed as such.