

## SENSOR PARTICIPATION AGREEMENT

This Sensor Program Participation Agreement contains the terms and conditions regarding your participation in the sensor program (the “Program”) being conducted by **Church Mutual Insurance Company** (“Church Mutual”) and **The Hartford Steam Boiler Inspection and Insurance Company** (“HSB”), a reinsurance partner of Church Mutual. By signing below, 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. Equipment; Monitoring Services.* As a participant in the Program you will be provided with remote sensor equipment (“Equipment”), remote monitoring services and web portal access, all free of charge for three years. The Equipment may include temperature sensors and water presence sensors. You are under no obligation to purchase any Equipment or services; however, the Equipment may need an internet connection to operate (if cellular Equipment is not installed or if a sufficient cellular signal is not available at your location), and providing such internet connectivity is your responsibility. In the event the Equipment senses certain conditions (e.g., significant interior temperature drops) at your location during the Program, HSB may alert you and Church Mutual. Taking any action, including any preventative action, is your responsibility. The Equipment is covered by a warranty. If, after expiration of the warranty, the Equipment fails, Church Mutual will replace it, unless said Equipment has become irrelevant.

*2. Installation.* HSB and/or Church Mutual will provide you with the Equipment, installation instructions and suggested installation locations based on information known about your location. However, the actual installation is your responsibility. **Church Mutual and/or its affiliates requires the placement, installation and activation of your no cost Equipment within 10 days from the date of your receipt of the Equipment. Failure to do so could lead to termination of your participation in the Program and Church Mutual requesting the Equipment to be returned at your expense.**

*3. Portal Access.* During the Program you will be provided with access to a web portal allowing you to remotely monitor Equipment sensor data. The portal may be provided by a third party; prior to accessing the portal, you may need to acknowledge such third party’s standard terms of use and privacy notice. To properly assess the Program, HSB needs to monitor your portal and assess the sensor data collected by the Equipment at your location. By signing below you give permission to such third party to provide HSB and Church Mutual (i) access to your portal and (ii) the data collected by the Equipment at your location. HSB and Church Mutual may use all information they collect or learn during the Program, including any such data, as HSB and Church Mutual see fit so long as any identifying information is removed prior to such data 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 will commence upon installation of Equipment. The Program (including any portal access) will be terminated if you cease to be an insured of Church Mutual, you do not comply with the terms of this Agreement, or if Church Mutual or HSB determines that the continuation of the Program is impossible or impractical for any reason. **Upon termination all Equipment must be returned via provided packaging within 30 days to Church Mutual. During the Program, you agree not to remove, destroy, reverse engineer, tamper with or modify the Equipment.**

*5. Costs.* HSB and Church Mutual will be responsible for all costs associated with the purchase of the Equipment, as well as all costs associated with your portal access for Three years. You remain responsible for your installation and your standard electrical, battery and internet costs necessary for the Equipment to operate. By enrolling in this Program and agreeing to the terms hereof, you understand that at the end of three years you will receive uninterrupted services and may not receive a renewal notification. You agree to allow Church Mutual to bill you for your monthly participation fees. You can cancel at any time by calling 800-554-2642, option 1.6. *Feedback.* Your opinion and feedback are critical to the assessment of

the Program. Therefore, Church Mutual and HSB may from time to time ask you to provide responses to basic questionnaires or surveys.

7. *Liability.* Neither Church Mutual nor HSB (nor any of their employees, agents, contractors, or affiliates) (i) make any representations or guarantees regarding the Program, including without limitation the success of the Program, prevention of any losses or occurrences, or any savings, the Equipment, the portal, third party installers (if applicable), quality, safety, performance, or any other aspects of the Program or the Equipment; or (ii) guarantee that the Equipment will be satisfactory to you, or that the operation of the Equipment will be uninterrupted or error free. Church Mutual and HSB expressly disclaim any such liabilities, representations and guarantees. **NEITHER CHURCH MUTUAL NOR HSB 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, EXCEPT TO THE EXTENT OF ANY LIABILITY AS CONTEMPLATED UNDER ANY APPLICABLE CHURCH MUTUAL INSURANCE POLICY. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER CHURCH MUTUAL NOR HSB 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. CHURCH MUTUAL AND HSB 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, CHURCH 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, Church Mutual 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.