

TING FIRE SAFETY TECHNOLOGY PROGRAM USER AGREEMENT

Overview:

- Ting is provided to you for free, at no cost or obligation whatsoever. You will receive a Ting Sensor and accompanying Ting Service. You have no obligation to continue the Service and may cancel at any time, at no cost to you.
- Installing Ting takes only two minutes and should be completed within ten (10) days of receiving the Sensor. A smartphone and Wi-Fi are required. Failure to install will result in a lost device fee billable to your organization at \$70.00 per device.
- Ting continuously analyzes voltage to help detect faults that could lead to electrical fires in your building's electrical system and powered devices.
- Ting is a concierge service. Subject to their Terms of Service and EULA, the Whisker Labs Fire Safety Team contacts you if a fire hazard is detected, and if necessary for mitigation of that hazard, coordinates and covers up to \$1,000 in labor for any repairs of an electrical fire hazard detected by Ting.

By confirming your enrollment to receive Ting, you agree to the program terms below:

This Agreement ("Agreement") will govern your participation in the Ting Fire Safety Technology Program ("Program"), offered by Philadelphia Insurance Companies ("Company") and The Hartford Steam Boiler Inspection and Insurance Company ("HSB"), a reinsurance partner of Company.

THIS AGREEMENT SETS FORTH THE TERMS OF OUR AGREEMENT AND CONTAINS LIMITED WARRANTIES, DISCLAIMER OF WARRANTIES, AND LIMITATIONS OF LIABILITY AND SHOULD BE READ CAREFULLY. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT AND DOES NOT MODIFY OR CHANGE ANY TERM, CONDITION, OR COVERAGE WITHIN YOUR INSURANCE POLICY.

1. Consent to Share Information. You agree to allow HSB and/or Company to provide each other (and their respective agents) and Whisker Labs, a Maryland-based company and provider of the Ting Fire Safety Technology <https://www.whiskerlabs.com/>, your name, email address, installation address, shipment address, phone number, and information pertaining to your insurance products and claims experiences with HSB and/or Company for the limited purposes of:

- Program registration
- Ting Sensor shipment and delivery
- Delivery of email communications, including SMS if you consent, concerning program information and notices regarding sensor shipment, delivery, and installation
- Registration of your Ting Service account
- Improving the performance of the Ting Fire Safety Technology and Service

2. Receiving and Installing Ting. Whisker Labs will provide you with Ting Sensor(s) to be self-installed by you in your building within ten (10) days of receiving your Ting Sensor(s), using the accompanying Ting Sensor mobile application and instructions provided by Whisker Labs. If your circumstances necessitate time beyond ten (10) days, you agree to advise Whisker Labs so their communications with you can be adjusted as needed. Should you elect not to install your Ting Sensor, you must return it to Whisker Labs by contacting them for instructions at help@whiskerlabs.com. During the installation process, to enable use of the Ting Service, You will be required to agree to the standard Whisker Labs Ting Sensor Service End User License Agreement (EULA) and Terms of Service, located at <https://www.tingfire.com/ting-terms-of-service/>.

3. Service Period. Except as otherwise agreed upon between you and Company, HSB and/or Company agrees to pay for the cost of the Ting Sensor(s) and accompanying Service. You remain responsible for your standard internet/Wi-Fi costs for the System (defined below) to operate. In no event will Company or HSB be responsible for reimbursing you for any costs or expenses for you to repair any conditions sensed by the System within your building. The Ting Sensor, using high-speed digital signal processing and machine learning, is intended to detect the presence of small electrical discharges and arcs prior to these potentially becoming an imminent fire hazard within the building.

Except as otherwise agreed upon between you and Company, the Ting Sensor and accompanying Ting Service are being provided free of charge for being a current and continuous policyholder with Company during the Service Period and any Extended Period. Continued use of the Ting Service under the terms of this Agreement require your policy with Company remains eligible. Your Ting Service will be canceled if you cancel your policy with Company or change your policy to where it is no longer eligible for this program.

If you wish to keep using Ting after the Program has ended, you will have the opportunity to become a direct customer of Whisker Labs and pay the then-current rates, fees, and taxes. You are under no obligation to continue the Ting service. This relationship would be solely between you and Whisker Labs, independent of any HSB and/or Company affiliation. HSB and Company make no representation regarding the tax implications of participating in this Program. You should consult a professional tax advisor regarding your personal situation.

4. Ting Data Sharing. You agree to allow HSB and Company, for the benefit of itself, its subsidiaries and affiliates access to your Ting sensor data, which will be made available by Whisker Labs or otherwise to HSB and Company or their subsidiaries and/or affiliates during the Program. HSB and Company may collect, use, disclose, and retain data and information regarding your use of the Ting System, registration site, mobile app, 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 a part hereof. Company's use, collection, disclosure, and retention of such data and information will be governed by its privacy policy.

5. Cancellation. HSB and/or Company may terminate the Program at any time upon notice to you. You may discontinue participation in the Program at any time, at no cost or obligation to you, by providing notice to Whisker Labs. Once Your discontinuation notice is received or if HSB and/or

Company terminates, HSB and Company will stop receiving data, but HSB and Company and their respective subsidiaries and affiliates will retain the data collected before Your discontinuation.

6. No Warranty or Representation. HSB, Company and all of their officers, directors, employees, agents, contractors, subsidiaries, affiliates, successors and permitted assigns, collectively the “Affiliated Persons”) make no representations or warranties regarding the performance of the Whisker Labs Ting Sensor or associated Service (“System”). You agree that HSB, Company and their Affiliated Persons are not responsible for the performance of such Ting sensor or the associated Service. The Whisker Labs Ting Sensor and Service may not recognize all conditions, surges, sags, dips, faults, overloads, or properly detect arc faults that represent a fire hazard. The Ting Service will not prevent all electrical related home fires.

You understand and agree that the Service rendered under this Program relies on broadband (Internet access) and local area network (Wi-Fi), both of which are under your control, and HSB, Company and their Affiliated Persons do not control or guarantee any wireless or broadband service or local area network. Inherent in this System is a failure when wireless or broadband (Internet) and local area network experience an interruption in Service, including at your building. In this event, the Service will likewise be interrupted because it is also dependent on internet access. HSB, Company and their Affiliated Persons are not responsible for any action taken, or not taken, by you as a result of this Program.

HSB, Company and their Affiliated Persons do not represent or warrant that the System may not be compromised or circumvented or that the System will prevent or reduce the severity of any type of loss or occurrence including but not limited to, any personal injury, loss of life, or property loss or damage or that the System will in all cases provide the notification or monitoring which is intended regardless of the reason, including but not limited to a failure in the monitoring or inability or failure to contact you, and you have not relied upon any such representation or warranty. Taking any action, including any preventative action, is solely your responsibility. You acknowledge that any other affirmation of fact or promise made by HSB, Company and their Affiliated Persons, even if in writing, shall not be deemed to create an express warranty. HSB, COMPANY AND THEIR AFFILIATED PERSONS, ON BEHALF OF THEMSELVES AND WHISKER LABS, EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HSB, COMPANY AND THEIR AFFILIATED PERSONS AND THEIR DIRECT AND INDIRECT SUPPLIERS MAKE NO REPRESENTATION THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SYSTEM WILL ALWAYS FUNCTION AS INTENDED.

7. Limitation of Liability. You acknowledge that because you are not being charged by HSB and/or Company for the three (3) years and your control over your Wi-Fi and Internet access is not sufficient to guarantee in any way that no loss or damage will occur or that the System will always function as intended and that HSB, Company and their Affiliated Persons are not assuming responsibility for any personal injury, loss of life, or property loss or damage which may occur even if due to HSB, Company and their Affiliated Person’s negligent performance or which may arise due to the faulty operation of the System, the failure to perform said Service or the failure of the Service.

- NEITHER COMPANY, HSB, NOR THEIR AFFILIATED PERSONS WILL HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR ACCESS TO THE SYSTEM, INCLUDING THE INSTALLATION, OR YOUR USE OF, THE TING SENSOR, OR ANY LOSS OF YOUR PERSONAL INFORMATION RESULTING FROM A COMPROMISE OF THE SYSTEM BY A HACKER OR ANY OTHER UNAUTHORIZED THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER COMPANY, 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.

You hereby agree that if, notwithstanding the above provisions, there should arise any liability whatsoever on the part of HSB, Company and their Affiliated Persons, it is agreed that the total liability shall not exceed the aggregate sum of two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty.

8. Updates to This Agreement. HSB or Company may, at any time for any reason without notice to you, update the terms of the Participation Agreement. Such revisions will be effective immediately, and your continued use of the System and participation in the Program after any revisions constitute your acceptance of the revised terms. If you do not agree to the new terms, you may discontinue your participation in the Program in accordance with section 5 herein.

9. Assignment. You may not assign this Agreement, or your rights or responsibilities hereunder, to any other person or entity unless such assignment is approved in writing by HSB and Company.

10. Obligations. You agree not to remove, destroy, reverse engineer, tamper with or modify the Sensor and shall comply, at all times, with the Whisker Lab's Terms of Service and EULA.

11. Repair and Replacement of Ting Sensor. If the Ting Sensor fails or malfunctions due to defects in material or workmanship under normal use during the Term, Whisker Labs may be responsible to repair or replace the Ting Sensor in accordance with their Terms of Service/EULA. Whisker Lab's warranty in the Terms of Service and/or EULA represents your sole and exclusive remedy with respect to Ting Sensor repair or replacement and is contingent on you providing all necessary information to assist Whisker Labs in attempting to resolve the alleged fault. If such failure arises in whole or in part due to accident, abuse, misuse, neglect, improper installation, abnormal environmental conditions, use contrary to any instructions issued to you, improper storage or handling of the Ting Sensor occurring after shipment, modifications made by you, unauthorized service work, failure to follow instruction or operating manuals, and/or the use of unauthorized parts, sensors or equipment (collectively, "**Non-Covered Events**"), HSB and Company have no responsibility to repair or replace such Ting Sensor and you shall be responsible for any replacement costs for the Ting Sensor at the current retail price.

12. Nature of Sensor and Services. THE SENSORS AND TING SERVICES ARE NOT A SUBSTITUTE FOR ANY THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR ANY FIRE OR SMOKE DETECTORS. UNDER NO CIRCUMSTANCES WILL HSB OR COMPANY DISPATCH EMERGENCY SERVICES TO YOUR LOCATION. PLEASE DO NOT CONTACT HSB OR COMPANY 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.

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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 Ting Services. 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.

Signature

Date

Printed name

Company name