

TechSmart Application Terms of Service

This Terms of Service (“**Agreement**”) is a binding agreement between you (“**You**” (and as applicable, “Your”)) and Pentair Water Pool and Spa, Inc. and its affiliates (“**Pentair**”). This Agreement governs Your use of: (a) Pentair TechSmart Tool Application (together with any materials and services available therein, and any successor(s) thereto, the “**Service**”).

BY CLICKING THE “ACCEPT” BUTTON, BY ACCESSING OR USING THE SERVICE, OR BY OTHERWISE INDICATING YOUR CONSENT, YOU: (A) ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, ON BEHALF OF YOURSELF AND, IF APPLICABLE, ANY CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING; (B) REPRESENT AND WARRANT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO USE OR ACCESS THE SERVICE AND TO ENTER INTO THIS AGREEMENT; AND (C) HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT, INCLUDING ON BEHALF OF ANY SUCH ENTITY, IF APPLICABLE. THE TERM “YOU” AND “YOUR” WILL INCLUDE BOTH YOU AND ANY SUCH ENTITY, IF APPLICABLE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PENTAIR WILL NOT AND DOES NOT LICENSE THE SERVICE TO YOU, AND YOU MUST NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SERVICE.

YOU ARE CONSENTING TO AUTOMATIC SOFTWARE OR FIRMWARE UPDATES OF PORTIONS OF THE SERVICE OR PENTAIR IOT DEVICES (LATER DEFINED) AS FURTHER DESCRIBED IN SECTION 8. IF YOU DO NOT CONSENT TO AUTOMATIC SOFTWARE UPDATES YOU SHOULD NOT USE THE SERVICE.

Pentair may change this Agreement from time to time by notifying You of such changes in accordance with Section 24. Any such changes will not apply to any dispute between You and Pentair arising prior to the date on which Pentair posted the revised Agreement, or otherwise notified You of such changes in accordance with Section 24.

Your use of the Service following any changes to this Agreement will constitute Your acceptance of such changes. The “Last Updated” legend above indicates when this Agreement was last changed. Pentair may, at any time and without liability, modify or discontinue all or part of the Service; charge, modify or waive any fees required to use the Service upon notice to You in accordance with Section 24; or offer opportunities to some or all Service users.

PENTAIR MAKES AVAILABLE THE SERVICE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 21 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND; PROVIDED THAT PENTAIR MAY APPLY TO ANY COURT OF

COMPETENT JURISDICTION FOR TEMPORARY OR PERMANENT INJUNCTIVE RELIEF WITH RESPECT TO DISPUTES RELATING TO INTELLECTUAL PROPERTY RIGHTS OR BREACH OF CONFIDENTIALITY OBLIGATIONS.

1. Definitions.

(a) "IoT Device" means any Internet of Things connected or connectable device.

(b) "Third Party" means any person or entity other than You and Pentair, and includes any of Your subcontractors, independent contractors, affiliates or service providers.

(c) The meaning of other capitalized terms is as defined in this Agreement.

2. License Grant and Scope. Subject to Your strict compliance with all terms and conditions of this Agreement, Pentair hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term, to use the Service as set forth in this Section 2. This license grants to You the right to:

(a) download, install and use any software made available by Pentair as part of the Service on a mobile device that You own or control, in accordance with any applicable documentation, for Your personal, non-commercial use if You are an individual consumer, or, if You are not an individual consumer, Your internal business purposes; and

(b) view one (1) copy of any portion of the Service on any single device, solely for Your personal, non-commercial use if You are an individual consumer, or, if You are not an individual consumer, Your internal business purposes.

3. License Restrictions. You shall not, directly or indirectly:

(a) use (including make any copies of) the Service beyond the scope of the license granted under Section 2;

(b) use the Service in connection with an IoT Device which you have sold or otherwise transferred or you have no right to control;

(c) except as expressly enabled within the Service, provide any Third Party with access to or use of the Service;

(d) modify, translate, adapt or otherwise create derivative works, improvements or other modifications, whether or not patentable or copyrightable, of the Service or any part thereof;

(e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Service or any part thereof;

(f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notice provided on or with the Service, including any copy thereof;

- (g) copy the Service, in whole or in part;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Service, or any features or functionality of the Service, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- (i) use the Service in violation of any national, state, provincial and local Laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance (“Law”) applicable to Your use;
- (j) use the Service for purposes of competitive analysis of the Service, the development of a competing website or app, product or service, or any other purpose that is to Pentair’s commercial disadvantage;
- (k) use the Service in connection with any sale, licensing or making available of Pentair’s competitor’s products, any copycat products or products which Pentair believes, in its sole opinion, infringe, misappropriate or violate Pentair’s intellectual property rights;
- (l) allow any content, images, information or any other part of the Service to be made available on any other platform, whether in print or electronic form, to any Third Party, or any other publication, re-use or re-dissemination of such content, images, or information; and
- (m) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service without Pentair’s express prior written consent.

4. Third-Party Materials/Services.

(a) You acknowledge and agree that the Service may include software, products, services, content, data or other materials that are owned by Third Parties (“**Third-Party Materials/Services**”) and that are made available to You on terms (including licenses and privacy policies) that are in addition to and/or different from those contained in this Agreement (“**Third-Party Terms**”). Pentair neither controls nor endorses, nor is Pentair responsible for, any Third-Party Materials/Services, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials/Services, or any intellectual property rights therein. Nothing in this Agreement shall be deemed to be a representation or warranty by Pentair with respect to any Third-Party Materials/Services. Pentair has no obligation to monitor Third-Party Materials/Services, and Pentair may block or disable access to any Third-Party Materials/Services (in whole or in part) through the Service at any time. In addition, the availability of any Third-Party Materials/Services through the Service does not imply Pentair’s endorsement of, or Pentair’s affiliation with, any provider of such Third-Party Materials/Services.

(b) You hereby agree to be bound by and shall comply with all Third-Party Terms. Any breach by You of any Third-Party Terms is also a breach of this Agreement. In the event Third-Party Terms expire or are terminated for any reason, Pentair may immediately terminate the portion of the Service affected, including all rights and licenses to such portion of the Service, without penalty or further obligation to You, upon notice to You in accordance with Section 24.

(c) The Service may be provided together with, or otherwise contain, certain open source software components (“Open Source Components”) under their respective open source license agreements (“Open Source Licenses”) at such other location as designated by Pentair from time to time. You acknowledge and agree to the terms and conditions in each such Open Source License and to comply with all such terms and conditions. With respect to each Open Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open Source License, such conflicting terms of this Agreement will not apply.

(d) The Service may permit You to initiate the communication, transfer and exchange of certain information between the Service and certain software, devices or systems owned and operated by Third Parties (“Third-Party Assets”). Pentair does not exercise control over the form or quality of any data or information generated by or transmitted to the Third-Party Assets, including through APIs. Therefore, You agree to the following:

(i) You accept all limitations in the display and use of all data and information imported via Third-Party Assets; and

(ii) Pentair may restrict the volume and type of data and information transmitted to and from the Service if Pentair believes that such volume or type of data or information may adversely affect performance of the Service or other equipment or systems.

5. Responsibility for Use of Service.

(a) You are responsible and liable for all uses of the Service through access provided by You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take action with respect to the Service by any person or entity to whom You may provide access to or use of the Service. You shall keep all login IDs, passwords and other access credentials pertaining to the Service confidential and secure from all unauthorized Third Parties.

(b) The Service may include functionality that allows You to control the machines or equipment associated with the IOT Devices, including to remotely activate certain aspects of the machines or equipment associated with IOT Devices. Pentair and its licensors, service providers, suppliers, subcontractors and distributors are not responsible for any access to or use of such functionality. Any access to or use of such functionality is solely at your own risk. The Service does not prevent performance or maintenance issues with respect to the machines or equipment associated with the IOT Devices. Accordingly, You and if you are a Dealer, Your

third party end customers, remain exclusively responsible for the operation and maintenance of the machines or equipment associated with the IOT Devices. The Service does not provide insurance for the machines or equipment associated with the IOT Devices, is not an insurance product and does not replace regular maintenance of the machines or equipment associated with the IOT Devices.

(c) The Service collects, transmits and processes information relating to, among other things, IoT Devices and mobile devices and their use and operation, as further detailed in Pentair's Privacy Notice or the Third Party Terms (as applicable) as such notice and terms may be updated over time (referred to together with "Device Data" as the "Service Information"). "Device Data" means the data forwarded or otherwise made available to Pentair and/or its subcontractors by or on behalf of You and Your employees, agents and/or contractors, in connection with their use of the Service, and relating to Your IoT Devices and mobile devices used with the Service. By accessing or using the Service, You consent to the collection, storing, processing, use, sharing and disclosure of all Service Information, as described in Pentair's Privacy Notice or the Third Party Terms (as applicable).

(d) You understand and agree that the Service Information may be transmitted to and processed in countries that have different data protection Laws than in the country in which You are located or where You have Your principal place of business. You do not assume any obligations with respect to the Service Information, other than as expressly set forth in this Agreement or as required by applicable Law.

(e) You hereby grant to Pentair a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of the Service Information: (i) for all of the purposes described in, and in accordance with, Pentair's Privacy Notice; (ii) to otherwise perform Pentair's obligations to You and provide analytics, business intelligence, operational intelligence and other services to You; and (iii) to improve Pentair's products and services and provide analytics, business intelligence, operational intelligence and other services, including for Pentair's other licensees in accordance with Pentair's Privacy Notice.

(f) The provisions of this Section 5(f) apply to You only if You are a dealer for Pentair's products, equipment or services ("Pentair Dealer").

(i) Each Pentair Dealer hereby agrees it is solely responsible for complying with all applicable Laws, including: (1) governmental procurements Laws; (2) Laws related to bribery, fraud, corruption, or international trade, such as the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any applicable anti-bribery or trade Laws of other countries, as amended; (3) the U.S. Export Administration Regulations Act of 1979, as amended, the U.S. International Traffic in Arms Regulations, and the sanctions, regulations and Executive Orders administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State; (4) Laws that apply to online conduct, online content, and Laws with

respect to Your use or other processing of the Service Information, including by obtaining all required consents from all other individuals that have enabled communication or other connectivity with it through the Service (“Dealer End Users”), and with respect to the transfer of data (including any Personal Information) to and from the United States or your country of residence. You will also cause Your Dealer End Users to comply with all such Laws.

(ii) Each Pentair Dealer hereby represents, warrants and covenants to Pentair that: (x) it has secured and will maintain all rights, and has provided all required notices and obtained all legally required consents, necessary to use and make available the Service Information (including Submissions) forwarded, submitted or otherwise made available by Dealer End Users directly or through devices and equipment hereunder without violating the rights of the Dealer End User or any Third Party, and without otherwise obligating Pentair to Dealer End Users. Each Pentair Dealer will notify Pentair immediately upon any Dealer End User opting out from the collection, use, sharing, disclosure and other processing of Service Information in accordance with this Agreement; and (y) it will maintain a current list of all Dealer employees, consultants, or other affiliates who shall have access to the Service as a user under the Dealer account.

(iii) With respect to Service Information that a Pentair Dealer submits or otherwise makes available to Pentair (“Pentair Dealer Data”), each Pentair Dealer is solely responsible for Pentair Dealer Data, including: (x) the accuracy, integrity, quality, legality, reliability, and appropriateness of Pentair Dealer Data; (y) creating and maintaining backups and copies of all Pentair Dealer Data, including for use in the event of a disaster or loss of Pentair Dealer Data stored in the Service; and (z) adopting procedures to identify and correct errors and omissions in Pentair Dealer Data and correcting such errors and omissions. Except as expressly set forth in this subsection 5(f)(ii) above, Pentair Dealers shall not copy or store Service Information (including Pentair Dealer Data) obtained through the Service. Pentair Dealers’ rights to Pentair Dealer Data shall remain subject to any additional restrictions or terms that apply to Pentair Dealer Data under any other agreement Pentair Dealer has with Pentair or any Third Party, and Pentair does not make any representations or warranties to Pentair Dealers with respect to Pentair Dealer Data under this Agreement.

(g) Some features of the Service require use of various communications systems, such as telematics wireless communications carriers, satellite-based communication systems, internet service providers and other similar systems. Pentair uses various technologies and processes designed to secure communications within Pentair-provided communications systems; however, You recognize that such communication methods have an inherent risk of interception and/or interference and, therefore, may not be secure. You hereby consent to such communications and waive any claims that You may have against Pentair with respect to such communication. Pentair has no responsibility for the availability, quality or performance of communications services or equipment furnished by telecommunication carriers.

(h) Pentair reserves the right to refuse to accept any Service Information (including Pentair Dealer Data) that You may provide. Notwithstanding the foregoing, You acknowledge that Pentair has no responsibility for the deletion or failure to store any Service Information.

6. Compliance Measures. During the Term, Pentair has the right (but not the obligation) to monitor, analyze and audit Your use of the Service to verify Your compliance with this Agreement.

7. Privacy Notice. Without limiting the provisions of Section 5 or any applicable Third Party Terms, Pentair's use of data and information collected by Pentair in connection with Your use of the Service shall be subject to Pentair's Privacy Notice located at <https://www.pentair.com/en/privacy-notice.html> , as updated by Pentair from time to time.

8. Maintenance and Support.

(a) You acknowledge and agree that Pentair is not required to offer or make available any maintenance, support, repair or assistance with respect to the Service. If, however, Pentair makes any Update (later defined) or Upgrade (later defined) to the Service generally publicly available to its licensees, other than on a customized basis, then Pentair may, but is not obligated to, provide You with the same Update or Upgrade at no additional cost. You acknowledge and agree that you may be required to install Updates for proper functioning of the Service or the Pentair IoT Device and you will install any such required Updates promptly.

(b) Pentair may develop Updates (later defined) or Upgrades (later defined). These may be automatically installed without additional notices or consents. You hereby consent to automatic Updates or Upgrades. If You do not consent to automatic Updates or Upgrades (both later defined) You agree not to use the Service. For clarity, any such Update or Upgrade (both later defined) made available to You hereunder will be deemed to be included within the Service and subject to the terms and conditions of this Agreement. "**Update**" means any applicable update, patch, bug or error correction, or other modification of the Service or Pentair IoT Device or any component thereof, through a medium that Pentair may choose in its sole discretion. "**Upgrade**" means any minor enhancement to functionality or other minor modification to the Service that is not an Update. Additionally, You acknowledge and agree that notwithstanding the foregoing, Pentair is not obligated to make modifications, Updates or Upgrades to the Service, or to make any modifications, Updates or Upgrades publicly available and/or available to You. If you do not consent to such automatic updates you should cease using the Service and Pentair IoT Device and terminate your account for the Service. Should you decide not to terminate your account for the Service you acknowledge that You will receive automatic Updates and Upgrades.

(c) To the extent not prohibited by applicable Laws, Pentair may remotely access and program the IOT Devices, including telematics devices installed on IOT Devices, for any

purpose, including by way of example, (a) to install updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or maintain proper operation of IOT Devices); or (b) to introduce new features, and/or change the type and frequency of data transmitted through devices (for example, to conduct remote troubleshooting and/or provide increased customer value). Pentair cannot guarantee that user preferences and configuration settings that have been established by You will be preserved following an update to IOT Devices, whether performed remotely or otherwise. Except to the extent prohibited by applicable Laws, Pentair may perform such activities without notifying You.

9. Intellectual Property Rights. You acknowledge and agree that the Service is provided under license, and not sold, to You, and as between You and Pentair, all intellectual property rights in the Service including, without limitation, copyrights, patents, and trademarks are owned by Pentair. You do not acquire any ownership interest in the Service under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Pentair reserves and shall retain its entire right, title and interest in and to the Service and all copyrights, patents, trademarks and other intellectual property rights arising out of or relating to the Service (including the “look and feel” and structure, sequence and organization of the Service), except as expressly granted to You in this Agreement. You shall safeguard the Service (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. You shall promptly notify Pentair if You become aware of any infringement of Pentair’s intellectual property rights in the Service, and fully cooperate with Pentair, at Pentair’s sole expense, in any legal action taken by Pentair to enforce its intellectual property rights.

10. Submissions.

(a) The Service may include functionality that enables You to make available materials (each, a “**Submission**”) through or in connection with the Service, such as message boards and other forums, and chatting, commenting and other messaging functionality. Pentair has no control over and is not responsible for any use or misuse (including any distribution) by any Third Party of any Submission. IF YOU MAKE ANY PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICE, IT IS SOLELY AT YOUR OWN RISK.

(b) For each Submission, You hereby grant to Pentair a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to You or any Third Party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

(c) In addition, if You provide Pentair any ideas, proposals, suggestions or other materials (“**Feedback**”), whether related to the Service or otherwise, such Feedback will be deemed a Submission, and You hereby acknowledge and agree that such Feedback is not confidential, and that the provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Pentair under any fiduciary or other obligation.

(d) You represent and warrant that You have all rights necessary to grant the licenses granted in this Section 10, and that no Submission is incomplete or inaccurate, or fraudulent, tortious or otherwise in violation of any applicable Law or any right of any Third Party.

11. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect until terminated as set forth in this Agreement (the “**Term**”). In addition to the foregoing, Pentair may terminate or suspend Your access to or use of the Service, in whole or in part, immediately without notice to You, if Pentair determines that: (a) it is reasonably necessary to prevent unauthorized access to Service Information; (b) You (or Your users) fail to abide by any terms of this Agreement, or (c) Your (or Your users’) use of the Service (i) poses a security risk to the Service or any Third Party, (ii) may adversely impact the Service or the systems of Pentair or any Third Party, (iii) may subject Pentair or any Third Party to liability, or (iv) may be prohibited by applicable Laws. Pentair also may cease making the Service available upon thirty (30) days’ notice, if Pentair determines that market demand no longer warrants continuing to make available the Service, or immediately, in order to comply with any applicable Laws. In addition, Pentair may restrict the Service’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction, if Pentair reasonably determines that continuing to make the Service available is no longer warranted for legal or regulatory reasons. Upon any such termination or suspension by Pentair, Your right to use the Service will immediately cease, and Pentair may, without liability to You or any Third Party, immediately deactivate or delete Your user name, password and account and all associated materials, without any obligation to provide any further access to such materials. If You no longer desire to use the Service, You may discontinue Your use and delete the Service from Your devices.

(b) If you sell or otherwise transfer an IoT Device to a new owner or you otherwise no longer have the right to control or monitor an IoT Device with the Service, your right to use the Service with respect to that IoT Device automatically terminates and you agree to immediately remove the IoT Device from your account on the Service. The new owner will have no right to use the IoT Device or Service under your account and will need to register for a separate account and accept this Agreement.

(c) Upon termination of this Agreement, the license granted hereunder shall also terminate, and You shall cease using and shall destroy all copies of materials within the Service that are in Your possession or control.

12. Warranty Disclaimer. THE SERVICE AND ANY THIRD-PARTY MATERIALS/SERVICES (WHICH MAY INCLUDE SUBMISSIONS), ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PENTAIR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PENTAIR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLICATION, SYSTEM, DEVICE OR SERVICE, PROCESS OR COMPILER DATA ACCURATELY OR COMPLETELY, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NOTWITHSTANDING YOUR ACCESS TO AND USE OF THE SERVICE AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH THE SERVICE (WHETHER ACCURATE OR INACCURATE), INCLUDING WITH RESPECT TO THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF PRODUCTS AND SERVICES USED IN CONNECTION WITH THE SERVICE, YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF PRODUCTS AND SERVICES USED IN CONNECTION WITH THE SERVICE.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PENTAIR HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND/OR YOUR USE OF OR INABILITY TO USE THE SERVICE (OR ARISING FROM OR RELATED TO ANY PRODUCT OR COMPONENT WITH WHICH THE SERVICE CONNECTS), FOR BODILY INJURY, PROPERTY DAMAGE (INCLUDING DAMAGE TO EQUIPMENT), LOST PROFITS, COST OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

IN NO EVENT SHALL PENTAIR’S MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED ONE-HUNDRED U.S. DOLLARS (\$100). PENTAIR’S LIMITATION OF LIABILITY IS CUMULATIVE, AND THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND SUCH LIMIT.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES OR LIABILITY ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITY WERE FORESEEABLE OR PENTAIR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Indemnification. You agree to indemnify, defend and hold harmless Pentair, its subsidiaries and other affiliates, and its and their directors, officers, employees, licensors,

suppliers and agents (“**Indemnitees**”), from and against any claim, demand or cause of action brought by any Third Party arising out of or related to: (a) access to or use of the Service by You or by any other person or entity to whom You may provide access to or use of the Service including personal injury or damage to equipment or other property; (b) any Service Information (including Device Data) and/or any other data made available to You or by You or any such other person or entity; (c) any Submission; (d) Your breach of this Agreement, including the warranties and representations provided herein; (e) Your negligence or willful misconduct; or (f) Your infringement, misappropriation or violation of any proprietary or other right of any Third Party.

15. Export Regulation. The Service may be subject to US export control Laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Service to, or make the Service accessible from, any jurisdiction or country to which export, re-export or release is prohibited by Law. You shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Service available outside the US. You represent and warrant that You are not: (a) located in any country that is subject to a US Government embargo, or that has been designated by the US Government as a “terrorist supporting” country; or (b) listed on any US Government list of prohibited or restricted parties.

16. Government Entity Rights and Obligations. The Service is a “Commercial Item,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7201 through 227.7204, as applicable, this Commercial Computer Software and Commercial Computer Software Documentation is licensed to government entity end users pursuant to the license customarily provided to the public, with only those rights as are granted to the public pursuant to the terms and conditions herein and Pentair’s applicable public sector end user license agreement. As the Service consists of Commercial Computer Software and Commercial Computer Software Documentation offered pursuant to a standard commercial license, this provision and the rights and obligations in such addendum are in lieu of, and supersede, any Federal Acquisition Regulation (“**FAR**”) clauses, clauses found in the Defense FAR Supplement (“**DFARS**”), or other federal, state, or local government clauses or provisions that address a government entity’s rights in computer software, technical data, or intellectual property.

17. Confidentiality. All information about Pentair’s business, including but not limited to information relating to its computer programs or processes, customers, object code or source code, products, prices, employees, sales, marketing, technical service data, troubleshooting information related to installation, repair and/or use of Pentair equipment or financial matters disclosed to You in the course of using the Service is confidential and/or proprietary information of Pentair, and except as expressly provided in this Agreement, may not be

disclosed by You or Your employees, consultants or contractors to any Third Party. Further, no such information may be used by You or Your employees, consultants or contractors for their own benefit or for the benefit of any Third Party unless expressly authorized in this Agreement, or for any purpose other than to use the Service.

As outlined in the exceptions in Section 21, if it appears that You or Your employees, consultants or contractors have breached the provisions of this Section (or have threatened to breach those provisions), Pentair shall be entitled to apply to any court of competent jurisdiction for temporary or permanent injunctive relief restraining You and Your employees, consultants and contractors from further breaches, and from providing services to any Third Party to whom Pentair's confidential and/or proprietary information has been or may be disclosed. Pentair shall in addition be entitled to pursue any other available remedies, including any claim for damages. The provisions of this Section shall remain in full force and effect after termination of this Agreement.

18. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable Law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of this Agreement will continue in full force and effect.

19. **Governing Law.** This Agreement is governed by and construed in accordance with the internal Laws of the State of Minnesota, without regard to its principles of conflicts of Law that would cause the application of the Laws of any other jurisdiction, and regardless of Your location.

20. **Jurisdiction.** Subject to Section 21, any legal suit, action or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in the city of Minneapolis, Minnesota. You hereby waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

21. **Arbitration.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. You and Pentair agree that this Agreement affects interstate commerce and that the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of these arbitration provisions.

You and Pentair are each subject to the terms of this Section 21 below.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICE AND ALL RELATED MATTERS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT PENTAIR AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY;

PROVIDED THAT PENTAIR MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR TEMPORARY OR PERMANENT INJUNCTIVE RELIEF WITH RESPECT TO DISPUTES RELATING TO INTELLECTUAL PROPERTY RIGHTS OR BREACH OF CONFIDENTIALITY OBLIGATIONS, WITHOUT BREACH OF THIS SECTION 21 WITHOUT ANY ABRIDGMENT OF THE POWERS OF THE ARBITRATOR. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. If You do not want to be bound by this arbitration provision, You may opt out. In order to opt out of this arbitration provision, You must notify us in writing that You do not want to resolve disputes with us by arbitration, and such notice should be delivered by mail to the address listed in Section 24, within thirty (30) days of the earlier of: (a) the date You first use or access the Site; and (b) the date You click or tap any button or box marked “accept,” “agree” or “ok” (or a similar term) in connection with this Agreement.

The provisions of Section 19 will apply with respect to the governing Law of the arbitration.

If Your principal place of business is in the United States or Canada, the arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “Comprehensive Rules”) (currently available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>, as amended by this Agreement. If Your residence or principal place of business, as applicable, is in any country in APAC, then the arbitration will be administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. If Your residence or principal place of business, as applicable, is outside of the United States, Canada or any country in APAC, then the arbitration will be administered by the International Chamber of Commerce (ICC) in accordance with ICC Rules of Arbitration. The arbitration rules specified in this subsection are referred to as the “Rules.” For the purposes of this Agreement, “APAC” means the geographic region that includes the following countries: Australia, Bangladesh, Brunei, Burma, Cambodia, China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Christmas Islands, Fiji, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Marshall Islands, Federated States of Micronesia, Mongolia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.

Selection of the arbitrator shall be in accordance with the Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by You or by Pentair that an in-person hearing is appropriate. If Your principal place of business is in the United States or Canada, any in-person appearances will be held in Minneapolis, Minnesota, provided that if You are a consumer (as defined by the Rules), You have a right to an in-person hearing in Your hometown area. If the parties are unable to agree on a location, such determination should be made pursuant to the Rules or by the arbitrator. If Your residence or principal place of business is in a country in APAC, the place of arbitration will be Singapore. If Your residence

or principal place of business is outside of the United States, Canada or any country in APAC, the place of arbitration will be London, United Kingdom. The arbitration shall be conducted in English. Notwithstanding the foregoing, if your principal place of business is in the Netherlands, you may opt to resolve any Dispute before Dutch courts, provided that you notify Pentair of this election within thirty (30) days of Pentair notifying you of Pentair's intention to commence arbitration.

The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The arbitrator's award will provide a written statement of the disposition of each claim, the award given and the essential findings and conclusions on which the award is based. Notwithstanding any of the foregoing, nothing in this Agreement will preclude You from bringing issues to the attention of federal, state or local agencies and, if applicable Law allows, they can seek relief against Pentair for You. If You are a consumer (as defined by the Rules), remedies that would otherwise be available to You under applicable federal, state or local Laws will remain available under this arbitration clause, unless You retain the right to pursue such remedies in court. As part of the arbitration, both You and Pentair will have the opportunity for discovery of non-privileged information that is relevant to the claim.

If You are a consumer (as defined by the Rules) and You initiate arbitration against Pentair, the only fee required to be paid is \$250 (the approximate cost of court filing fees) and all other costs will be borne by Pentair, including any remaining JAMS Case Management Fee and professional fees for the arbitrator's services. If Pentair initiates arbitration against You and You are a consumer (as defined by the Rules), Pentair will pay for all costs associated with the arbitration. The parties are responsible for paying their own attorneys' fees. For arbitrations outside of California, the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party if such an award is allowed under applicable Law. For arbitrations within California, the arbitrator shall not have the authority to award attorney's fees and costs to a claimant who does not prevail against Pentair.

22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

23. Construction. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation".

24. Notices. You agree that Pentair may contact You by any reasonable means, including via the contact information You have provided in the Service account, by e-mail or the user interface for the Service, to provide You with information and notices relating to the Service, this Agreement or for other purposes related to the subject matter of this Agreement. Notices to Pentair will be delivered by registered or certified mail only, return receipt requested, to the following address: 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416, Attention: General Counsel. Unless otherwise provided by applicable Laws, notices are effective (a) when delivered personally, (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt, (d) for email or other electronic transmission to You, when sent, or (e) if posted in the user interface for the Service for You, when posted. You are responsible for ensuring that the email address and contact information in Your account is accurate and current. Notices sent via email will be effective when sent regardless of whether actually received.

25. Assignment. You may not assign this Agreement, or any of Your rights or obligations under this Agreement, without the prior written consent of an authorized representative of Pentair. Pentair may assign this Agreement and any of Pentair's rights or obligations under this Agreement, in whole or in part, without consent. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

26. Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any Third Party unless expressly provided otherwise herein. Only the parties to this Agreement may enforce it.

27. Survival. The provisions of Sections 1 ("Definitions"), 5 ("Responsibility for Use of Service"), 9 ("Intellectual Property Rights"), 10 ("Submissions"), 11(b) ("Termination"), 12 ("Warranty Disclaimer"), 13 ("Limitation of Liability"), 14 ("Indemnification"), 17 ("Confidentiality"), 19 ("Governing Law"), Section 20, ("Jurisdiction"), 21 ("Arbitration"), this Section 27 ("Survival"), and any other Section, exhibit, addenda or attachment that, by its nature, is intended to survive termination, shall survive any expiration or termination of this Agreement.

28. Information or Complaints. If You have a question or complaint regarding the Service, please contact Pentair at the address listed in Section 24. Please note that e-mails may not be secure, so You should not include any sensitive information in any e-mail.

29. Apple-Specific Terms. In addition to Your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to Your use of any version of a mobile app included in the Service that is compatible with the iOS operating system of Apple Inc. ("Apple", and any such app, the "iOS App"). Apple is not a party to this Agreement and does not own and is not responsible for the iOS App. Apple is not providing any warranty for the iOS App except, if applicable, to refund the

purchase price for it. Apple is not responsible for maintenance or other support services for the iOS App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the iOS App, including any third-party product liability claims, claims that the iOS App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the iOS App, including those pertaining to intellectual property rights, must be directed to Pentair in accordance with the “Information or Complaints” section above. The license You have been granted herein is limited to a non-transferable license to use the iOS App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by You, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service, except that the iOS App may also be accessed and used by other accounts associated with You via Apple’s Family Sharing or volume purchasing programs. In addition, You must comply with the terms of any third-party agreement applicable to You when using the iOS App, such as Your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon Your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof; notwithstanding the foregoing, Pentair’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any Third Party.

30. Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the App—including this electronic signature and disclosure notice—and that this use satisfies any requirement that Pentair provides You these documents and their content in writing. If You do not agree, do not enter into this Agreement. You have the right to receive a paper copy of all documents and records. You may (a) obtain a paper copy of any document or record (free of charge), (b) withdraw Your consent to the use of electronic documents and records, or (c) update Your contact information through your App account.

31. Telematics Devices. Transmission of information using a telematics device (including cellular, satellite, local area networks and other similar systems) may be subject to legal requirements (including with respect to radio frequency use authorization) that may vary from location to location. You agree to comply with all legal requirements relating to transmission of information using telematics devices, including limiting use of any such device to those locations where all legal requirements for the use of the device and related communications networks have been satisfied. Except to the extent prohibited by applicable Laws, Pentair disclaims all liability related to any failure to comply with any legal requirements relating to transmission of information using telematics devices. If Pentair discovers any such non-compliance, Pentair may discontinue the transmission of information from that device.

32. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.