Last Updated: October 1, 2026

Pentair Partner's Incentive Program Participation

Terms and Conditions

These Pentair Partner's Incentive Program Participation Terms and Conditions ("Agreement") are a binding agreement between you ("You" (and as applicable, "Your")) and Pentair Water Pool and Spa, Inc. ("Pentair"). This Agreement governs Your participation in the: (a) Pentair Partner's Incentive Program ("PIP") and (b) Pentair Partner's Incentive Program Plus ("PIP+"), as the case may be, (together with any materials and services available therein, including the Platform, the Training Platform, or other integrated software solutions utilized to deliver the materials and services, and any successor(s) thereto, the "Program").

BY CLICKING THE "ACCEPT" BUTTON OR CHECKING THE ACCEPT BOX, BY ACCESSING THE PROGRAM PLATFORM OR PARTICIPATING IN THE PROGRAM, 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, 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 PARTICIPATE IN THE PROGRAM 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 CORPORATION OR OTHER LEGAL ENTITY, IF APPLICABLE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE PROGRAM.
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 Program 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 Program; charge, modify or waive any fees required to participate in the Program upon notice to You in accordance with Section 24; or offer opportunities to some or all Program participants. PENTAIR MAKES AVAILABLE THE PROGRAM 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. THIS, TO THE EXTENT LOCAL LAWS ALLOW IT. UNDER YOUR LOCAL LAWS YOU MAY HAVE THE RIGHT TO FILE A CLAIM BEFORE COMPETENT AUTHORITIES OR COURTS.

1. **DEFINITIONS.**

(a) **"Access Credentials"** shall have the meaning set forth in Section 3, sub-section A. of this Agreement.
(b) "**Approved Activities**" means marketing activities undertaken by a Dealer which benefits the Dealer and Pentair which falls into one of the following categories: (i) Email campaigns / co-branded batch email campaign(s), (ii) Performance marketing and CTV displays, (iii) Customer acquisition campaign(s), (iv) Pentair collateral fulfillment for Dealer stores, (v) Search / Shopping , Direct email campaign(s), (vi) Digital Ads & Content (Web banners, Landing Pages, Videos, etc.), or (vii) Live event support opportunities including but not limited to videos, e-mails, banners, product promotional materials, and other related promotional activities advertising Pentair and its products.
(c) "**Authorized Channels**" means purchases of Pentair Qualifying Products directly from (i) Pentair, or (ii) distributors authorized to resell Pentair Qualifying Products to Dealers. For purposes of clarity, purchases of Pentair Qualifying Products from other Dealers, unauthorized distributors, or any other resellers other than distributors authorized to resell Pentair Qualifying Products to Dealers shall not be eligible for Points.
(d) "**Eligible Purchases**" means purchases by You through Authorized Channels of Pentair Qualifying Products (less taxes, fees, and returns).
(e) "**Dealer**" means You as a participating partner in the Program who resells Pentair products and services to end user consumers.
(f) "**Device Data**" shall have the meaning set forth in Section 5, subsection (b) of the Agreement.
(g) "**Distributor Information**" shall have the meaning set forth in Section 2, sub-section C. of this Agreement.

(h) "**IOT Device**" means your computer, laptop, phone, or other electronic device through which You access the Platform and/or other software programs associated with the Program.
(i) "**Law**" shall have the meaning set forth in Section 3, sub-section B. of the Agreement.
(j) "**MDF**" or "**Marketing Incentives**" mean Points or cash specifically allocated to a Dealer to be used towards Approved Activities.
(k) "**Open Source Components**" shall have the meaning as set forth in Section 4, sub-section (b) of this Agreement.
(l) "**Open Source Licenses**" shall have the meaning as set forth in Section 4, sub-section (b) of this Agreement.
(m) "**Pentair Qualifying Products**" means Pentair manufactured or branded products which Pentair designates from time to time to be eligible to receive Points under the Program.
(n) "**Platform**" means the online, web -based, hosted platform application, including without limitation the fulfillment services to establish the platform interface and any accompanying user guide.
(o) "**Points**" means the points awarded to You by Pentair for purchasing certain Pentair Qualifying Products and/or services, participating in certain Pentair activities or events, or taking other actions which may make You eligible for receiving points pursuant to the Program terms.
(p) "**Pool Year**" means the period beginning on October 1, 2025 and ending on September 30, 2026.
(q) "**Program**" shall have the meaning set forth in the preamble of this Agreement.
(r) "**Program Year**" means, beginning January 1, 2027, the period from January 1 through December 31 of the same calendar year.
(s) "**Rewards**" means cash, trips, gift cards, products, services, and other related goods for which you may be eligible and/or for which You may procure through redeeming Points on the Platform or through Pentair's Marketing Hub.
(t) "**Service Information**" shall have the meaning as set forth in Section 5, sub-section (b) of the Agreement.
(u) "**Submissions**" shall have the meaning as set forth in Section 10 of this Agreement.
(v) "**Term**" shall have the meaning as set forth in Section 11 of this Agreement.
(w) "**Third Party**" means any person or entity other than You and Pentair, and includes any of Your subcontractors, independent contractors, affiliates or service providers.
(x) "**Third-Party Assets**" shall have the meaning as set forth in Section 4, sub-section (b) of this Agreement.
(y) "**Third-Party Materials/Services**" shall have the meaning as set forth in Section 4, sub-section (a) of this Agreement.
(z) "**Third- Party Terms**" shall have the meaning as set forth in Section 4, sub-section (a) of this Agreement.
(aa)"**Training Content**" shall have the meaning as set forth in Section 3, sub-section (A)(a) of this Agreement.

(bb)"**Training Platform"** means the online, web-based, hosted platform application that provides Dealers access to Pentair Training Content.

(cc)"**Transition Period**" means the period beginning October 1, 2026, and ending December 31, 2026.

(dd) "**Transition Period Program"** means the Program as conducted during the Transition Period, beginning October 1, 2026, and ending December 31, 2026. During the Transition Period Points will be earned on the same basis and at the same rates applicable to Your participation in the Program during the Pool Year (whether under the PIP Program or the PIP+ Program, as the case may be) and may be redeemed in accordance with the terms set forth in Section 2.F of this Agreement. For the avoidance of doubt, the Transition Period Program is a one-time transitional program and shall not recur. Upon the conclusion of the Transition Period Program, the Program shall operate on a Program Year basis beginning January 1, 2027.

2. **PROGRAM RULES**.

The Program operates on a Program Year basis beginning January 1, 2027. For the Transition Period (October 1, 2026 through December 31, 2026), during which Points continue to be earned on the same basis as during the Pool Year, see Section 2.F.

A. <u>PIP Program</u>.

(i) **Eligibility**. To be eligible to participate in the PIP Program You must (x) be a Dealer in good standing with Pentair, (y) consent to the terms, conditions and provisions of this Agreement, and (z) make Eligible Purchases.

(ii) **Earning Points**. You will be awarded Points as set forth in sub-section C. below, in connection with Your Eligible Purchases during a Program Year. Beginning with the first Program Year, You will be awarded Points based on Your total Eligible Purchases during that Program Year, calculated as a percentage of such Eligible Purchases applied on an incremental, tiered basis. Pentair shall establish tiers based on qualifying sales volume thresholds, with each successive tier offering a higher percentage of Points earned on Eligible Purchases falling within that tier's band. The applicable tiers, qualifying sales thresholds, and corresponding Points percentages shall be as designated by Pentair from time to time and communicated to You.

(iii) **Sales Forecast**. As a condition of Your participation in the PIP Program, You shall provide Pentair at the beginning of each month during the Program Year an updated six (6) month rolling forecast for all anticipated purchases of Pentair Qualifying Products for the purpose of assisting Pentair with planning, stocking, marketing, reporting, and data analytics purposes.

B. <u>PIP+ Program</u>.

(i) **Eligibility**. To be eligible to participate in the PIP+ Program You must (w) be a Dealer in good standing with Pentair, (x) consent to the terms, conditions and provisions of this Agreement, (y) make at least $100,000 USD in Eligible Purchases, and (z) receive a formal offer of invitation to participate in the PIP+ Program from Pentair.

(ii) **Earning Points**. The PIP+ Program rewards eligible Dealers based upon factors, including the Dealer's annual growth in purchases of Pentair Qualifying Products, a Dealer's commitments to purchase select Pentair product lines, and the Dealer's overall purchase of Pentair Qualifying Products and services. Points will be awarded based upon the individual PIP+ Program offered to the Dealer from time to time.

(iii) **Sales Forecast**. As a condition of Your participation in the PIP+ Program, You shall provide Pentair at the beginning of each month during the Program Year an updated six (6) month rolling forecast for all anticipated purchases of Pentair Qualifying Products for the purpose of assisting Pentair with planning, stocking, marketing, reporting, and data analytics purposes.

(iv) **Additional Benefits**. PIP+ Program participants may also receive Rewards depending on the Program which may be offered to the Dealer such as MDF or Marketing Incentives, or other such rewards.

C. <u>Points</u>.

(i) **Distributor Information**.

a. To receive Points associated with Your purchases of Pentair Qualifying Products based upon Your Program, You are required to provide Pentair with the following information for all Authorized Channels through which You purchase Pentair Qualifying Products: the name, mailing address, e-mail address, phone number, main point of contact, and Your account number ("Distributor Information"). Failure to provide the Distributor Information at the time You register for the Program or at the beginning of a Program Year in which the purchases were made will make the purchases of Pentair Qualifying Products from such distributor ineligible for the awarding of Points to You.

b. You are required to provide authorization to the distributor to permit Pentair to receive all necessary information to validate Your purchases of Pentair Qualifying Products, all such information shall be considered to fall within the definition of "Distributor Information".

(ii) **Modifying or Amending Points or Pentair Qualifying Products**.

a. Pentair may from time to time modify, alter, or amend the tiers, rates, thresholds, Pentair Qualifying Products eligible for the Program.

(iii) **Challenging Eligible Purchases and/or Points Allocations.**

a. At the end of each Program Year, You shall review all Points allocated to You in the Platform. If you believe that You have Eligible Purchases which were not properly awarded Points under the Program terms from distributors which you identified in sub-section (i) above, You have thirty (30) days from the end of the Program Year to contact Pentair in writing and provide: the identification of the distributor, a brief description of the purchases for which believe Points should have been awarded, and any back-up documentation You may have in Your possession to support Your claim ("Points Allocation Claim"). Pentair shall have forty five (45) days to investigate, review the Points Allocation Claim, and make a determination as to whether the purchases are eligible to receive Points. Pentair shall provide You written notice of its determination regarding Your Points Allocation Claim. Pentair's determination as to whether or not to award Points based on the facts and circumstances shall be final. You agree to cooperate in facilitating the information Pentair will require as a part of investigating the Points Allocation Claim from the distributor and otherwise cooperating with Pentair to answer inquires related to the Points Allocation Claim.

(iv) **Points Values; Depositing of Points; and Points Issued in Error.**

a. A Point will be valued at, $1 United States Dollars ("USD"). Points awarded to You shall be deposited into Your account and can be tracked by You from time to time through the Platform or the Pentair Marketing Hub (if you are awarded specific Points for Marketing Incentives). Pentair reserves the right to adjust Point balances to correct any Points issuance errors without prior notice to You. In the event that the awarded Points issued in error have been redeemed by You before the Points reversal is made by Pentair, Pentair reserves the right to (1) cancel the order for the redeemed Reward prior to shipment or delivery, (2) recall or reverse the shipment or delivery of the Reward, or cancel the card, or cancel the check, as applicable, or (3) if the shipment or delivery of the Reward has been received, and/or the redemption cannot be cancelled, Pentair may deduct from existing or

future awarded Point earnings until the full balance of the Points issued in error have been recovered.

(v) **Points May Not be Assigned.**

a. Except as otherwise as provided herein, You are not permitted to assign, transfer, and/or pledge Points to any Third Party, including pursuant to a sale of Your business (See Section 11(b) for rights and obligations in connection with the sale of Your business.)

(vi) **Expiration of Points**

a. Points which are not redeemed by the end of the Program Year occurring after the Program Year in which the Points were earned shall expire and be automatically forfeited by You. For purposes of clarity, (x) Points earned during the Program Year (i.e. January 1, 2027 through December 31, 2027), must be redeemed on or before December 31, 2028, (y) Points earned during the Pool Year (i.e. October 1, 2025 through September 30, 2026), must be redeemed on or before September 30, 2027, and (z) Points earned during the Transition Period must be redeemed in accordance with Section 2.F.(ii).

(vii) **Redemption of Points**

a. In connection with the PIP+ Program, during each Program Year in which You are a participant in the Program, three percent (3%) of Your accumulated Points during such Program Year may be redeemed each quarter for Rewards.
b. Except as otherwise provided in this Agreement, Your accrued Points during a Program Year will be available for redemption for Rewards within forty five (45) days of the end of the Program Year in which they were earned.
c. Awarded Points are removed from Your account immediately upon a transaction for which You redeem the Points.
d. Reward items, offerings, Point values for specific items, and suppliers are subject to change without notice by Pentair, in its sole discretion.
e. Reward items in the Platform will be displayed so that You will see a single value for an item, and that value will be inclusive of item cost, any applicable duties, and any applicable estimated sales tax, shipping, and handling charges. Prices, handling fees, and shipping charges are subject to change. You are responsible for paying this charge in awarded Points.
f. Shipping timelines in connection with Points redeemed for Rewards vary by partner based on partner processes, Reward item type, and delivery location. The estimated shipping information for most Rewards is included in the Platform on the Item Detail Page associated with a Reward.

g. If You are a PIP+ Program participant who has a legacy reward which permits You the ability to purchase certain quantities of designated Pentair equipment and receive additional free units of the same equipment (**"Free For/Every Item Purchased"**), You will be credited with Points upon meeting the required thresholds during a given Program Year in lieu of delivery of actual products. The Points earned from the Free For/Every Item Purchased Rewards shall be calculated at the end of such Program Year and thereafter credited to Your account.
h. You may purchase certain Reward items that cost more than the amount of Points in Your account if You pay the excess amount with a credit card payment, only up to 75% of a single total order. Accepted credit cards are American Express®, Discover®, VISA® or MasterCard® within the US. Outside the US, accepted credit cards are VISA and MasterCard.
i. Points values needed to purchase certain Rewards items may fluctuate with currency exchange rate adjustments on a monthly basis. In cases of volatile market conditions that affect currency exchange rates, Point values could be updated on a more frequent basis.
j. Your purchase of Pre-Paid Cards, Gift Cards, and eGifts (the "Cards") are subject to user fees that vary by the Card issuer, the merchant and/or other Third Party service provider in connection with distribution of the Cards. **Gift cards and prepaid cards cannot be returned or refunded.** Your use of the Cards shall be subject to the Participant Agreement with the Card issuer which accompanies such Card. Pentair, Card issuers, and/or Third Party service providers reserve the right to deny participation or cancel a Card issued to You if You appear on anyone of the following databases: Office of Foreign Asset Control (OFAC), Office of the Superintendent of Financial Institutions (OSFI), the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), and/or other federal, state or local lists of individuals being pursued by law enforcement agencies, or posing other related legal risks.
k. Travel Rewards
    1. You have available to You online and offline travel Rewards including air travel, hotels, rental cars, cruises, ground transportation, tours and activities, event tickets, travel insurance, vacation packages, and travel advisor call center support services.
    2. Pentair may charge certain fees and costs in connection with the Travel Rewards, including fees associated with cancellation. In the event You cancel a trip or other

Travel related Reward, any planning fees will not be refunded. All fees are subject to change at Pentair's sole discretion.

3. Travel schedules are subject to change at any time, and travelers are advised to reconfirm reservations at least 24 hours before departure.

l. Personal Shopper Rewards

1. The personal shopper concierge Reward may be available to a Dealer with at least 1,000 Points. You will be notified if You have sufficient Points to be eligible for the Reward. All fees charged in order to utilize the service will be communicated to You prior to Your engagement of the personal shopper concierge service, including any redemption fees. All fees are subject to change at Pentair's sole discretion.
2. The is a minimum $500 (USD) purchase requirement when utilizing this service.

m. Returns

1. Merchandise returns in original packaging (including tamper-resistant seal) are accepted within 30 days of order receipt if an item is damaged, defective, or the wrong item was shipped. All items must be returned in like-new condition and any items that are damaged, unsanitary, dented, or scratched or missing major components may be denied a return. There is a minimum of ten (10) days to process returned merchandise. Some brands are excluded from the damaged or defective return policy and will require direct contact with the manufacturer to resolve the issue.
2. Accommodation returns may be accepted, at Pentair's sole discretion within 30 days of order receipt; however, shipping is not credited, and You are responsible for returning the item. All items must be returned in like-new condition and any items that are damaged, unsanitary, dented, scratched, or missing major contents may be denied a return. A 15% restocking fee may apply.
3. Returns on individual orders must be called in to the Call Center for a return merchandise authorization (RMA) number to be issued, which must accompany the item returned.
4. The returned item(s) must be received from You before points are added back to Your account.
5. After 30 days, You must call the manufacturer of the product or provider of the service directly for any repairs.
6. For any returns outside of the United States, unless local regulations dictate otherwise, returns are not allowed unless the award item is damaged or defective

and You notify us immediately. In such event an even exchange may be permitted.

(viii) **MDF or Marketing Incentives.**

1. Dealers who receive Marketing Incentives whether Points or cash reimbursements may only use such Marketing Incentives on Approved Activities.
2. For those Dealers which have been granted cash reimbursement Marketing Incentives the following documentation must be provided by such Dealer for consideration by Pentair to corroborate the eligible Approved Activity undertaken and the funds expended on such Approved Activity: a full description of the Approved Activity, any photos, images, screenshots, URLs, or other materials demonstrating the Approved Activity took place, third party vendor invoices or other engagement documentation which contains a description of products or services purchased by the Dealer and the amount charged for such products or services, and receipts or other proof of payment to such third party vendor.
3. Only Approved Activities undertaken in the Program Year in which the funds were allocated are eligible for cash reimbursement. Cash reimbursement Marketing Incentives or Points allocated for Approved Activities which are not redeemed in such Program Year do not roll over into subsequent Program Years and will be automatically forfeited if not used in the Program Year in which they were granted. For purposes of clarity cash reimbursement and Points related Marketing Incentives cannot be used across multiple Program Years.

D. Deductions and Revocations

By participating in the Program, You agree to abide by Pentair's TradeGrade Policy (tradegrade-policy-october2019.pdf), Minimum Advertised Pricing Policy as published from time to time, Pentair's Branding Guidelines (https://www.pentair.com/content/dam/Intranet/brand-elements/2024-quick-start-style-guides/pentair-pool-dealer-guidelines.pdf) (), and any other Pentair terms and conditions applicable to Your promotion, servicing, and sale of Pentair products. In the event You violate any of these policies or terms and conditions, in addition to any other remedies available to Pentair at law or otherwise, Pentair may deduct or revoke all or a portion of the Points earned by You in connection with Your participation in the Program. In addition, Pentair may automatically offset all or any portion of the points earned by You in connection with Your participation in the Program against any amounts due and owing to Pentair without the need to provide further notice to You.

Any redistribution of any Pentair Qualifying Products to Trade Channels (as hereinafter defined) is prohibited. Redistribution is defined as advertising to the Trade Channel (including, faxes, emails and price quotes), extending credit for a sale, soliciting goods to the Trade Channel, and selling and/or delivering of goods to the Trade Channel. Trade Channel shall mean a person who markets, re-sells, re-distributes, or otherwise transacts with e-commerce resellers, builders, remodelers, contractors, service and maintenance providers, or other similar persons involved in the pool and spa professional trade. In the event You violate the terms and conditions of this paragraph, in addition to any other remedies available to Pentair at law or otherwise, Pentair may deduct or revoke all or a portion of the Points earned by You in connection with Your participation in the Program and may immediately disqualify You from any further participation in the Program.

E. <u>Buying Groups.</u>

(i) **Eligibility**. Pentair may from time to time in its sole and absolute discretion permit two or more Dealers to combine their Eligible Purchases together for purposes of qualification and participation in the Programs ("Buying Group"). The Buying Group is still required to meet the eligibility requirements set forth in Section 2 A. or B. (as the case may be) in order to participate in each respective Program. The Buying Group is only permitted to have one individual Program account and Platform account. If an individual Dealer participates in a Buying Group Program such Dealer will be disqualified from participating in an individual Program and/or in a Program through another Buying Group. The Buying Group is NOT PERMITTED to add additional individual Dealers during a Program Year. The new Dealer member's Eligible Purchases SHALL NOT be counted towards the awarding of Points during such Program Year, and the Dealer must wait until the following Program Year to have their Eligible Purchases contribute toward earning Points within the Program. Buying Groups will have limited access to Platform features and benefits that other Dealer participants may have access to given their limited eligibility to obtain Rewards and redeem Points.

(ii) **Earning Points**. Points shall ONLY be awarded to the Buying Group and NOT to any individual Dealer members of the Buying Group. Points will be awarded to the Buying Group as set forth in Section 2 A. or B. (as the case may be) above, in connection with the Buying Groups' Eligible Purchases during a Program Year. Buying Groups may only have their Points redeemed for cash (which will be remitted by check) within forty five (45) days of the end of a Program Year in which the Points were earned. The Buying Group is solely responsible for distributing the cash based upon its arrangement with its individual Dealer members. Buying Groups and their individual Dealer members are NOT eligible for any other Rewards

or benefits in connection with their Points, except for redemptions for cash at the end of the Program Year as provided above. The Buying Group is solely responsible for submitting the Distributor Information for each individual Dealer member as required by sub-section C. (i) above.

(iii) **Special Terms.** For the purposes of this Agreement, the term "You" or "Your" shall refer to the Buying Group. Individual Dealer members of the Buying Group shall have no right, title, and/or interest in and to the Points, the Program terms and conditions, Rewards, and/or any other benefits of a participant in the Program. The individual Dealer's sole recourse for any claims, losses, or damages in connection with its participation as a part of the Buying Group in the Program shall be against the Buying Group. The Buying Group shall indemnify, defend and hold harmless the Indemnitees (as defined in Section 14) from and against any claim, demand or cause of action brought by any Dealer participating in the Buying Group, including but not limited to, how the cash Rewards are distributed to individual Dealer members of the Buying Group. Only the individual and/or entity who registers for the Program as a Buying Group and who consents to this Agreement shall have the right, power and authority to act on behalf of the Buying Group in connection with the Program.

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F. Transition Period.

(i) During the Transition Period, whether You participate in the PIP Program or the PIP+ Program, You will continue to earn Points on the same basis and at the same rates as were applicable to You during the Pool Year beginning on October 1, 2025 and ending on September 30, 2026. Except as otherwise set forth in this Section 2.F, all other terms and conditions of this Agreement applicable to a Program Year shall apply to the Transition Period as though each reference to "Program Year" were a reference to the Transition Period.

(ii) The Transition Period begins October 1, 2026 and ends December 31, 2026. Points earned during the Transition Period will be available for redemption for Rewards on or before February 15, 2027, and remain redeemable through December 31, 2027.

3. **LICENSE AND RESTRICTIONS.**

A. License Grant.

(a) 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 (as defined below), to participate and use the Program product and services, including the Platform and the Training Platform, in accordance with this Agreement. This license includes the right to access the Platform and any related software made available by Pentair as part of the Program, in accordance with the terms of this Agreement and 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. This license includes the right to access the Training Platform and the training content, materials, and information made available therein ("**Training Content**"), in accordance with the terms of this Agreement and any applicable documentation, for Your personal, non-commercial, educational use if You are an individual consumer, or, if You are not an individual consumer, Your internal business educational purposes.

(b) Pentair will provide You with a single username, participant identification number, password, PIN, or other security code for the purpose of accessing and using the Platform and related Program software ("Access Credentials"). You are fully responsible for the security and use of such Access Credentials. You will not disclose such Access Credentials to any Third Party and will undertake measures to ensure its confidentiality. If any Access Credentials are lost, stolen or otherwise compromised, You agree to promptly notify Pentair for immediate access suspension and You will be solely responsible for any losses or liabilities resulting from the unauthorized access. Pentair further reserves the right to deny or revoke access to the Platform and related Program software if Pentair reasonably believes You are in material breach of this Agreement or are otherwise engaged in, or permitting, unauthorized or unlawful use of the Platform and related Program software. You are solely responsible for all activity occurring on or through Your account.

B. License Restrictions.

You shall not, directly or indirectly:

(a) use (including make any copies of) the Program beyond the scope of the license granted under this Section 3;

(b) use the Program 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 Program, provide any Third Party with access to or use of the Program;

(d) modify, reproduce, translate, create derivative works, adapt, release, or disclose, whether or not patentable or copyrightable, the Program or any part thereof;

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

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

(g) copy the Program, in whole or in part;

(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, encumber, transfer or otherwise make available the Program, or any features or functionality of the Program, 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 Program 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 Program for purposes of competitive analysis of the Program, the development of a competing product or service, or any other purpose that is to Pentair's and/or Pentair's Third-Party Materials/Services licensors commercial disadvantage;

(k) use the Program 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 and/or Pentair's Third-Party Materials/Services licensors intellectual property rights;

(l) allow any content, images, information or any other part of the Program to be made available on any other platform, whether in print or electronic form, to any Third Party, except to the extent that the Program's functionality specifically allows this action;

(m) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Program content, or reproduce or circumvent the navigational structure or presentation of the Program without Pentair's express prior written consent;

(n) introduce or transmit through the Platform and/or software provided as part of the Program any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design;

(o) impersonate another person or misrepresent an authorization to act on behalf of others in connection with Your use of the Program; or

(p) circumvent or disable any security or other technological features or measures of the Program.

C. <u>Training Platform Additional Restrictions</u>.

(a) The Training Content provided through the Program and Training Platform is intended solely for internal educational purposes. You are required to consult the applicable product manuals for all definitive product information. It is Your responsibility to comply with all applicable federal, state, and local laws, codes, and regulations, including but not limited to any certifications or licenses required to perform work. Reliance on the Program, Training Platform, or Training Content does not substitute for compliance with such requirements or for adherence to official product documentation. Pentair expressly disclaims any and all liability for damages, losses, or injuries arising from the misuse, misapplication, or unauthorized reliance upon the Training Content provided through the Program, Training Platform and Training Content. You assume full responsibility for any actions taken based on the Training Content or Training Platform, and Pentair shall not be held liable for any direct, indirect, incidental, or consequential damages resulting from such use. The Training Platform and the Training Content are not a substitute for any training or certification required by applicable law.

(b) The Training Platform may provide virtual training badges to recognize completion of certain Training Content ("**Badges**"). Badges are NOT certificates, certifications, licenses, or professional credentials and do NOT authorize the installation, sale, or representation of any Pentair products. Badges do NOT imply endorsement, partnership, or affiliation with Pentair. If You earn a Badge through the completion of Training Content in compliance with all terms of this Agreement, You may note the completion of the relevant Training Content with the date of completion on Your personal professional profiles and/or resumes by stating "Completed Pentair Pool [INSERT RELEVANT TRAINING CONTENT NAME] educational training on [INSERT DATE OF COMPLETION]. You may not: (i) represent a Badge as a certification, license, affiliation, endorsement, or authorization of any kind; (ii) use Badges in advertising, marketing, or promotional materials; (iii) modify or alter any Badge; (iv) represent You are "Pentair certified", "Authorized by Pentair", "Pentair-approved" or imply any other type of endorsement, authorization, or certification by Pentair in connection with Your Badge(s), Your completion of Training Content, or Your other use of the Training Platform; or (v) use Badges in any misleading or deceptive manner. Badges may appear in the Learning Platform under the labels such as "Certificates"; any such labeling on the Training Platform only refers to the completion of Training Content, is not any formal certificate or certification. All Badges and related intellectual property are owned by Pentair. Pentair may revoke or restrict Badge use at any time for misuse or violation of this Agreement.

4. **THIRD-PARTY MATERIALS/SERVICES.**

(a) You acknowledge and agree that the Program (including the Platform) 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 Program at any time. In addition, the availability of any Third-Party Materials/Services as a part of the Program does not imply Pentair's endorsement of, or Pentair's affiliation with, any provider of such Third-Party Materials/Services.

(b) The Program 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"). 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.

(c) The Program may permit You to initiate the communication, transfer and exchange of certain information between the Program 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 Program if Pentair believes that such volume or type of data or information may adversely affect performance of the Program or other equipment or systems.

5. RESPONSIBILITY FOR USE OF SERVICE.

(a) You are responsible and liable for all uses of the Program 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 Program by any person or entity to whom You may provide access to or use of the Program. You shall keep all login IDs, passwords and other access credentials pertaining to the Program confidential and secure from all unauthorized Third Parties.

(b) As a part of Your participation in the Program, Pentair collects, transmits and processes information relating to, among other things, IoT Devices and their use and operation, as further detailed in Pentair's Privacy Notice (See Section 7 below) or the Third Party Terms (as applicable) as such notice and terms may be updated over time (referred to together with "Device Data" and "Distributor Information", 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 participation with the Program, and relating to Your IoT Devices used with the Program. By accessing or participating in the Program, 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). In addition to providing information and communication to You in accordance with Section 5, You are required to provide a valid email address for account status communications, order confirmation, shipping confirmation emails, and communications regarding merchandising and services in connection with the Rewards You receive and in connection with Your use of the Platform.

(c) 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.

(d) 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.

(e) You hereby agrees it is solely Your 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, Canada's Corruption of Foreign Public Officials 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, consumer protection, 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 Program, and with respect to the transfer of data (including any Personal Information) to and from the United States or your country of residence. You hereby represent, warrant, and covenant to Pentair that: (x) You have secured and will maintain all rights, and ha 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 You, and You will notify Pentair immediately upon any Third Party revoking any applicable consent or exercising any applicable objection or opt out right with respect to the You and/or Pentair's collection, use, sharing, disclosure and other processing of Service Information in accordance with this Agreement; and (y) You will maintain a current list of all Your employees, consultants, or other affiliates who shall have access to the Program as a user under Your account.

(f) With respect to Service Information that You submit or otherwise makes available to Pentair, You are solely responsible for the Service Information, including: (x) the accuracy, integrity, quality, legality, reliability, and appropriateness of the Service Information; (y) creating and maintaining backups and copies of all such Service Information, including for use in the event of a disaster or loss of the Service Information stored as a part of the Program; and (z) adopting procedures to identify and correct errors and omissions in Service Information and correcting such errors and omissions. Except as expressly set forth in this subsection 5(f), You shall not copy or store Service Information obtained through the Program. Pentair does not make any representations or warranties to You with respect to Service Information made available to you under this Agreement.

(g) Pentair reserves the right to refuse to accept any Service Information 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 Program 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 Program shall be subject to Pentair's Privacy Notice located at **https://www.pentair.com/en-us/legal/privacy-notice.html** as updated by Pentair from time to time.

8. **MAINTENANCE AND SUPPORT.**

(a) "**Update**" means any applicable update, patch, bug or error correction, or other modification of the Program or Platform 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 Program that is not an Update. Pentair may develop Updates or Upgrades. 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 You agree not to use the Program and you should cease using the Program and terminate your account for the Program. Should you decide not to terminate your account for the Program you acknowledge that You will receive automatic Updates and Upgrades.

(b) You acknowledge and agree that Pentair is not required to offer or make available any maintenance, support, repair, Updates or Upgrades, or assistance with respect to the Program. You acknowledge and agree that you may be required to install Updates for proper functioning of the Program or the Platform and you will install any such required Updates promptly.

(c) For clarity, any such Update or Upgrade made available to You hereunder will be deemed to be included within the Program and subject to the terms and conditions of this Agreement. 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, (i) 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 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 Program, Platform and any accompanying software to provide the Program is provided under the limited license and terms set forth in this Agreement, and not sold, to You, and as between You and Pentair, all intellectual property rights in the Program including, without limitation, copyrights, patents, and trademarks are owned by Pentair or its Third Party contractors. You do not acquire any ownership interest in the Program 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 Program and all copyrights, patents, trademarks and other intellectual property rights arising out of or relating to the Program (including the "look and feel" and structure, sequence and organization of the Program), except as expressly granted to You in this Agreement. You shall safeguard the Program (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 Program, and fully cooperate with Pentair in any legal action taken by Pentair to enforce its intellectual property rights.

10. **SUBMISSIONS**.

(a) The Program may include functionality that enables You to make available materials (each, a "Submission") through or in connection with the Program, such as the Pentair Marketing Hub, 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 PROGRAM, 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). You grant us the right to edit, copy, display, publish and distribute any Submission.

(c) In addition, if You provide Pentair any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Program or otherwise, such Feedback will be deemed a Submission, and You hereby acknowledge and agree that such Feedback is not confidential, that the provision of such Feedback is

gratuitous, unsolicited and without restriction, does not place Pentair under any fiduciary or other obligation, and Pentair may use such Feedback for any purpose whatsoever.

(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 Program, in whole or in part, immediately without notice to You, if Pentair determines that: (a) You are no longer eligible to participate in the Program pursuant to the Program terms; (b) You make an assignment for the benefit of creditors, are subject to any voluntary or involuntary receivership, insolvency or bankruptcy proceedings, or becomes unable, or allow any lien rights to attach to Your benefits hereunder, (c) it is reasonably necessary to prevent unauthorized access to Service Information; (d) You (or Your users) fail to abide by any terms of this Agreement, or (e) Your (or Your users') use of the Platform or participation in the Program (i) poses a security risk to the Program or any Third Party, (ii) may adversely impact the Program, the Platform 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 Program available upon thirty (30) days' notice, if Pentair determines that market demand no longer warrants continuing to make available the Program, or immediately, in order to comply with any applicable Laws. In addition, Pentair may restrict the Program's availability at any time, in whole or in part, to any person, geographic area or jurisdiction Pentair reasonably determines that continuing to make the Program available is no longer warranted for legal or regulatory reasons. Upon any such termination or suspension by Pentair, Your right to participate in the Program 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 the Platform or such materials. If You no longer desire to participate in the Program, You may notify Pentair at any time in writing and Pentair shall remove You from the Program. In the event of termination as provided herein, to the extent Pentair does not otherwise exercise its right of off-set or make a claim to the Points as provided in this Agreement or under applicable law, Pentair shall pay out the outstanding balance of accrued and unredeemed Points which have not been forfeited or revoked as of the effective date of termination to You in the form of check. The check shall be sent to You within a reasonable time after termination.

(b) If you sell or otherwise assign or transfer Your interest in Your corporation or entity, You will no longer be eligible to participate in the Program, including receiving Points, as of the effective date of such transfer, and Your account and right to use the Platform will automatically terminate and you agree to immediately discontinue use of all elements of the Program. You must immediately notify Pentair in writing in the event of such assignment, sale or transfer. Within a reasonable time period after receiving such notice, Pentair shall pay out the outstanding balance of accrued and unredeemed Points as of the effective date of the transfer to You in the form of check. Failure to notify Pentair in writing within sixty (60) days of the effective date of the assignment, sale or transfer of Your interest in Your corporation or entity shall result in automatic forfeiture of all rights, title, and/or interest to the Points, and the Points shall be revoked. The new owner will have no right to participate in the Program or utilize the Platform under Your account. The new owner will need to register separately to determine eligibility for participation in the Program, create a separate user account on the Platform, and must 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 Program that are in Your possession or control.

12. **WARRANTY DISCLAIMER.**

THE PROGRAM, PLATFORM, 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 AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, 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 PROGRAM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLICATION, SYSTEM, DEVICE OR SERVICE, PROCESS OR COMPILE DATA ACCURATELY OR COMPLETELY, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. ADDITIONALLY, PENTAIR DOES NOT MAKE ANY GUARANTEES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE REWARDS PURCHASED BY YOU THROUGH THE PLATFORM INCLUDING ANY PRODUCTS, SERVICES, OR MERCHANDISE, NOR DOES PENTAIR ACCEPT ANY LIABILITY FOR ANY LOSS, EXPENSE, DAMAGE, OR INJURY INCURRED AS A RESULT OF ANY DEFECT IN OR FAILURE OF SUCH PROGRAM,

PRODUCTS, SERVICES, OR MERCHANDISE. NOTWITHSTANDING YOUR ACCESS TO AND USE OF THE PROGRAM AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH THE PROGRAM (WHETHER ACCURATE OR INACCURATE), INCLUDING WITH RESPECT TO THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF PRODUCTS, SERVICES, AND MERCHANDISE USED IN CONNECTION WITH THE PROGRAM, YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO THE PROPER OPERATION, USE, SUPPORT AND MAINTENANCE OF THE PROGRAM, PRODUCTS, SERVICES, AND MERCHANDISE PROCURED THROUGH, OR USED IN CONNECTION WITH, THE PROGRAM. THE EXCLUSION OF CERTAIN WARRANTIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

13. **LIMITATION OF LIABILITY**.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PENTAIR OR ITS THIRD PARTY SERVICERS HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND/OR YOUR USE OF OR INABILITY TO USE THE PROGRAM (OR ARISING FROM OR RELATED TO THE PLATFORM OR ANY PRODUCT OR COMPONENT WITH WHICH IS A PART OF THE PROGRAM), 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 OR ITS THIRD PARTY SERVICERS MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF POINTS ACCRUED BY YOU IN THE PROGRAM YEAR IMMEDIATELY PRECEDING THE PROGRAM YEAR IN WHICH THE CLAIM IS MADE. PENTAIR'S AND ITS THIRD PARTY SERVICERS 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 OR ITS THIRD PARTY SERVICERS WERE 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. THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

14. INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Pentair, its subsidiaries and other affiliates, and its and their directors, officers, employees, licensors, servicers, contractors, 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 Program by You or by any other person or entity to whom You may provide access to or use of the Program including personal injury or damage to equipment or other property; (b) any Service Information 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 liability for the payment of Taxes pursuant to Section 29; or (g) Your infringement, misappropriation or violation of any proprietary or other right of any Third Party.

15. EXPORT REGULATION.

The Program, including any data or information submitted to and through the Program, 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 data or information in connection with the Program to, or make such data or information in connection with the Program 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 data or information in connection with the Program 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. 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.

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, or financial matters disclosed to You in the course of using the Program is confidential and/or proprietary information of Pentair and/or its Third Party contractors, 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 participate in the Program.

As set forth in Section 20, 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. However, this provision may not be valid in your jurisdiction and local laws would therefore apply instead.

20. **JURISDICTION.**

Subject to Section 21, and to the fullest extent permitted by applicable Laws, 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.

To the fullest extent permitted by applicable Laws, You hereby waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts. This provision does not limit the rights that you may have under your local consumer protection law to file a complaint before competent local courts.

21. **ARBITRATION.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. If Your residence or principal place of business is in the United States, 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.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR PARTICIPATION IN THE PROGRAM (INCLUDING BUT NOT LIMITED TO USE OF THE PLATFORM) 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 THE POWERS OF THE ARBITRATOR.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, 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 Platform; 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 20 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 outside of the United States or Canada, 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."

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 determination 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.

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. The parties shall split the arbitration fees and costs evenly.

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.

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 connection with the Program, by e-mail or through the Platform, to provide You with information and notices relating to the Program, 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: Legal Department. 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"), 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. **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 Program—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.

29. **TAXES.**

Points, Rewards, and other related benefits You may be entitled to under this Agreement may be subject to income, sales, use, excise, value-added or other taxes or duties ("Taxes"). You are responsible for paying all such Taxes and for making all applicable filings with the applicable Taxing authority or jurisdiction. The Company will not be liable for any tax liability, duty or other charges in connection with the issuance of Points, Rewards, and other related benefits You may be entitled to under this Agreement.

30. **REMEDIES.**

In addition to any remedies available to Pentair as expressly set forth in this Agreement for Your breach or violation of any terms, conditions, and provisions of this Agreement, Pentair may exercise any right or remedy available to it at law or in equity. All such remedies being cumulative and not exclusive of one another.

31. **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.