

## GENERAL TERMS AND CONDITIONS FOR CONNECTED PRODUCT SUBSCRIPTIONS

These General Terms and Conditions for Connected Product Subscriptions (these "T&Cs") are by and between Green Turtle Americas Ltd. with an address at 511 W. Freshwater Way, Milwaukee, WI 53204 ("Green Turtle") and the customer that purchases product subscription services from Green Turtle ("Customer"). These T&Cs, together with the Subscription Order Form (as defined below), and any email, price quotation, order acknowledgement, or other similar form issued by Green Turtle and referencing or relating to these T&Cs (together, this "Agreement"), are intended by the parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof.

### CUSTOMER UNDERSTANDS AND AGREES THAT BY ORDERING AND/OR USING THE SERVICE, IT AGREES TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

For good and valuable consideration, the parties agree as follows:

- 1. CONNECTED PRODUCTS SUBSCRIPTION ORDER FORM.** The Connected Products Subscription Order Form ("Subscription Order Form") by and between Customer and Green Turtle is incorporated into and made a part of this Agreement.
- 2. TERMS OF USE AND PRIVACY POLICY.** The Connected Products Terms of Use ("Terms") and Connected Products Privacy Policy ("Privacy Policy") also apply to your use of the Service (as defined in Section 3). If you do not agree to the Terms or Privacy Policy, you are not permitted to use the Service.
- 3. SUBSCRIPTION SERVICE.** Green Turtle offers Customer the ability to utilize certain connected functionality in connection with its Connected Products through a web-based subscription service which delivers product alerts, data and analytics by subscription (the "Service(s)"). The Service requires the pairing of Green Turtle Connected Products and an internet connected device working together ("Connected Products"). The Service allows Customer to collect, use, analyze, and store comprehensive data about the Connected Products it owns. The Service gives Customer access to various types of information about its Connected Products, including but not limited to equipment type and location, connectivity status, operational data, related alerts and notification history. Subject to timely payment of subscription Fees and compliance with this Agreement and the T&Cs, support services for the Service are included.
- 4. USE RIGHTS.** Subject to Customer's payment of the applicable Fees, compliance with applicable laws, and compliance with this Agreement and the Terms, Green Turtle grants to Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable, right for Customer's Authorized Users to use the Service, in the United States, during the Subscription Term set forth in the Subscription Order Form.

Furthermore, subject to Customer's payment of applicable Fees, compliance with applicable laws, and compliance with this Agreement and the Terms, Customer may copy, download, or export the Green Turtle Data made available by Green Turtle using the tools provided through the Services that enable Customer to do so.

- 5. USE RESTRICTIONS.** Customer may not reverse engineer, copy, duplicate, sell, publish, rent, translate, adapt, compile, disassemble, modify, distribute or create derivative works of the Service. Customer may not resell, publish, distribute, time-share, lease or otherwise permit third parties to access, view or use the Service or Green Turtle Data.

Customer may only use the Service and Green Turtle Data for Customer's internal business purposes. Customer may not commercialize or sell the Green Turtle Data. Customer may not create a competitive product or services to the Service. Customer may not incorporate the Service into any other program, product or service. Customer shall not permit unauthorized third parties or any competitor to Green Turtle or its affiliates to access the Service or Green Turtle Data. A competitor to Green Turtle or its affiliates is any person or party that provides similar products or services to Green Turtle or its affiliates.

6. **REGISTERING FOR AN ACCOUNT.** To use the Service as an Authorized User, you must create an account following the requirements set out in the Terms.
7. **AUTHORIZED USER.** Green Turtle reserves the right to validate or screen user accounts. Only persons authorized by Green Turtle to access and use the Service who are not competitors of Green Turtle or its affiliates are permitted to use the Service ("Authorized User"). Customer is responsible for the actions or inactions of its Authorized Users when accessing and using the Service. Customer shall be responsible for all Authorized User's identifications and passwords. Customer agrees that:
  - 7.1 it will ensure that each Authorized User uses the Service in accordance with the terms and conditions of this Agreement and the Terms;
  - 7.2 it will not allow any Authorized User's account to be used by more than one individual Authorized User;
  - 7.3 it shall be liable to Green Turtle for any actions or inactions by an Authorized User in violation of this Agreement and the Terms; and
  - 7.4 it will immediately notify Green Turtle upon becoming aware of unauthorized access or use of the Service.
8. **CONNECTED PRODUCTS GENERAL TERMS AND CONDITIONS OF SALE.** The purchase and sale of Connected Products is governed by the General Terms and Conditions of Sale for Connected Products found at [www.zurn.com/terms](http://www.zurn.com/terms). The leasing of Connected Products is governed by the General Terms and Conditions for Connected Product Leases found at [www.zurn.com/terms](http://www.zurn.com/terms). By executing this Agreement, you understand and agree that you are also agreeing to the applicable General Terms and Conditions referenced in this Section 8. If you do not agree to the applicable General Terms and Conditions, you are not permitted to use the Service.
9. **UPDATES.** Green Turtle may, but is not required to, provide updates for the Connected Products or Services. You agree that, as long as this Agreement is in effect and as long as you maintain an internet connection, Green Turtle may automatically provide updates or upgrades to your Connected Products or the Services in its sole discretion. If you disconnect your Connected Products from the internet or cancel this Agreement, you will not receive applicable updates or upgrades and therefore the Connected Products may not work properly.
10. **SUBSCRIPTION SERVICE FEES.**
  - 10.1 **Fees.** All Fees (as defined below) paid by Customer for the Service are payable in advance and are non-refundable. Green Turtle will provide the Service upon Customer's timely payment of the applicable fees for the Service as described in the Subscription Order Form ("Fees"). After the first year, you will be charged annually in advance for the Services

based on the number of Connected Products under Service at Green Turtle's then current pricing. The annual Fees will include pro-rated fees for any Connected Products that were added during the prior Subscription Term set forth in the Subscription Order Form. Connected Products that were uninstalled or decommissioned will not have Fees reimbursed. Green Turtle may increase Fees upon 30 days prior written notice to Customer.

- 10.2 **Recurring Payment.** All payments will be invoiced annually in advance, and are due net 30 days from the date of invoice.
- 10.3 **Late Fees.** Green Turtle may charge a late payment interest charge for any Fees that are past due, which will be calculated at 1.5% per month, or the largest percentage permitted by applicable law, whichever is less. Costs of collection (including reasonable attorneys' fees) will be the responsibility of Customer.
- 10.4 **Taxes.** Customer shall pay all applicable taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") for the use of the Service, provided that Customer shall not be liable for any taxes based on Green Turtle's income.

## 11. OWNERSHIP AND LICENSE RIGHTS.

- 11.1 **Service, Documentation and Content.** Green Turtle or its licensors own all rights, title and interest in and to the Service, including but not limited to the software, the platform, the portal, the look and feel of the platform and any compilations, images, photography, graphics, artwork, text and other information and material found within the Service ("Content") and any instructions, training materials, user guides and other information supplied by Green Turtle to Customer to assist in the use of the Service ("Documentation"), including all related intellectual property rights in any of the foregoing. Any reference to the "Services" herein includes a reference to Content and Documentation, unless the context requires otherwise. Nothing in this Agreement grants or transfers to Customer or its Authorized Users any ownership rights to, or licenses in, the Service, the Documentation, the Content, the Green Turtle Data or the Analytics Data (defined below), or any intellectual property rights, including, without limitation, patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), in respect of the Service, the Documentation, the Content, the Green Turtle Data or the Analytics Data.
- 11.2 **Green Turtle Data and Analytics Data.** Green Turtle owns all data and information it collects relating to use of the Service including but not limited to: (i) the use, operation and performance of the Service, (ii) information or data related to the location and condition of the Connected Products, (iii) as between the parties, personal information, such as a person's name, email address, mailing address and/or phone number, and (iv) any compilations of aggregated and anonymized Customer information ("Green Turtle Data"). Green Turtle may aggregate the Green Turtle Data using analytics ("Analytics Data") for its business purposes. Green Turtle is the sole and exclusive owner of the Green Turtle Data and the Analytics Data. Customer represents and warrants to Green Turtle that it has all rights necessary to permit Green Turtle to use the Green Turtle Data, or subset thereof, as contemplated by this Agreement.

As part of the Services, Green Turtle will process a subset of the Green Turtle Data into a format determined by Green Turtle, and provide access to such Green Turtle Data through the Services. Green Turtle has sole authority to determine what Green Turtle Data to make available to Customer and in what format.

YOU UNDERSTAND AND AGREE THAT GREEN TURTLE MAY CONTINUE TO COLLECT GREEN TURTLE DATA FOR UP TO NINETY (90) DAYS POST TERMINATION OF THIS AGREEMENT UNLESS YOU CHOOSE TO PHYSICALLY DISCONNECT THE CONNECTED EQUIPMENT FROM THE INTERNET. YOU KEEP THE CONNECTED EQUIPMENT CONNECTED TO THE INTERNET POST TERMINATION AT YOUR SOLE RISK. GREEN TURTLE HAS NO OBLIGATION TO PROVIDE YOU ANY GREEN TURTLE DATA AFTER TERMINATION, INCLUDING BUT NOT LIMITED TO ANY ALERTS OR OTHER INFORMATION RELATING TO POTENTIAL PROBLEMS WITH THE CONNECTED PRODUCTS.

- 11.3 **Customer Suggestions.** Customer grants Green Turtle a worldwide, perpetual, royalty-free, assignable, sub-licensable, transferable, irrevocable right and license to use and incorporate into the Service, the Content, or its products or services, any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer.

## **12. CUSTOMER'S REPRESENTATIONS AND OBLIGATIONS.**

- 12.1 Customer is responsible for obtaining and maintaining the Connected Products and any ancillary parts, products, or accessories needed to connect to, access or otherwise use the Service, including modems, hardware, servers, software, operating systems, networking, web servers, internet services, long distance and local telephone service.
- 12.2 Customer is responsible for ensuring that the configuration of the Connected Products complies with Green Turtle's published policies then in effect and provided to Customer.
- 12.3 Customer is responsible for maintaining the security of the Connected Products, Customer's accounts, including all login credentials, and files, and for all uses of Customer's or an Authorized Users' account or the Connected Products with or without Customer's knowledge or consent.
- 12.4 Customer represents to Green Turtle that Customer will only use the Service, the Documentation, the Content or the Green Turtle Data in compliance with applicable laws, rules and regulations, and will not violate the rights of any third parties in providing or utilizing the Service, the Documentation, the Green Turtle Data, or the Content.
- 12.5 Customer will use its best efforts to prevent unauthorized parties from accessing or using the Service, the Documentation, the Green Turtle Data, or the Content.
- 12.6 Customer remains responsible for the proper and timely maintenance of all Connected Products.

## **13. PROPRIETARY INFORMATION.**

- 13.1 "Proprietary Information" means any software or information regarding the Service, the Content, the Documentation or the Green Turtle Data, or the technical infrastructure of the Service, or any information which is proprietary to Green Turtle or its affiliates irrespective

of such information being explicitly marked as “confidential” or “proprietary,” and that Green Turtle or its affiliates would not disclose in the absence of a confidentiality agreement. Customer will only use Green Turtle's Proprietary Information to the extent necessary to perform its obligations or exercise its rights hereunder, and Customer will treat Green Turtle's Proprietary Information as strictly confidential, providing commercially reasonable safeguards to protect such Proprietary Information from misuse or unauthorized disclosure.

- 13.2 Customer shall not, directly or indirectly, provide any Proprietary Information to any person or entity or for any purpose whatsoever (including, in any manner that would benefit any competitor of Green Turtle or its affiliates) except to its employees and agents who have a need to know the Proprietary Information to perform their obligations under this Agreement and who have assumed obligations of confidentiality equal to or greater than the obligations under this Section 13. Customer shall promptly notify Green Turtle of any suspected or known breach of Green Turtle's Proprietary Information.
- 13.3 Upon termination of this Agreement and/or at Green Turtle's request, Customer will destroy or return to Green Turtle (whichever Green Turtle requests) all of Green Turtle's Proprietary Information (in any form or medium), including all copies, and certify to Green Turtle in writing that Customer has complied with the requirements of this provision within thirty (30) days of such termination, expiration, or request.
- 13.4 The confidentiality and use obligations set forth above apply to all Proprietary Information except to the extent that: (i) Customer can show by written record that it possessed the information prior to its receipt from Green Turtle; (ii) the information was already available to the public or became so through no fault of Customer; (iii) the information is subsequently disclosed to Customer by a third party who has the right to disclose it free of any obligations to Green Turtle; or (iv) the information is independently developed by Customer without reference to or use of Green Turtle's Proprietary Information.
- 14. COMPELLED DISCLOSURE.** If Customer is required by governmental, administrative, or judicial process to disclose any or all of Green Turtle's Proprietary Information, then Customer shall, prior to any disclosure in accordance with such process, promptly (but in any event within ten (10) calendar days) notify Green Turtle in writing and shall provide Green Turtle assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure. Any such disclosure will be only to the minimal extent so required to comply with the applicable law or governmental body request.
- 15. EQUITABLE RELIEF.** It is understood and agreed between the parties that any breach of the obligations of confidentiality or limited use of Proprietary Information contained in this Agreement may cause Green Turtle irreparable harm, injury, loss and damage, the extent of which may be impossible to ascertain and which cannot be fully compensated by monetary damages. Accordingly, in addition to any other remedies, Green Turtle shall be entitled to seek injunctive or other equitable relief, at law or in equity, against Customer to prevent any further or continuing breach of Customer's obligations, without the need to post bond or other security, or the need to prove actual damages or the inadequacy of other available remedies.
- 16. TECHNICAL SUPPORT.** Green Turtle will, as part of the Service and at no additional cost to Customer so long as Customer is current on all Fees, provide Customer with the following technical support, which may be modified at any time in Green Turtle's sole discretion:

- 16.1 Customer Care is generally available between 8 a.m. and 5 p.m. PST. If a message is left by voicemail or email, Green Turtle will make a commercially reasonable effort to respond within 24 hours, during business hours (e.g. a message received Friday afternoon may be responded to on Monday). Holidays are excluded.
- 16.2 Green Turtle will make commercially reasonable efforts to assist customers by helping to troubleshoot mechanical, electronic, network and digital subscription issues relating solely and directly to the Services. This does not include assistance with equipment, software, internet or network issues that are Customer's responsibility. Green Turtle is not responsible for any issues or errors beyond its reasonable control.
- 16.3 GREEN TURTLE MAY RECOMMEND A COURSE OF ACTION BUT DOES NOT PROVIDE ANY GUARANTEE OR WARRANTIES WITH REGARD TO THE SUPPORT SERVICES. GREEN TURTLE DOES NOT GUARANTEE OR WARRANT THAT ANY ERRORS WILL BE CORRECTED.

17. **WARRANTY DISCLAIMER.** Green Turtle will use commercially reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner that minimizes errors and interruptions in the Service. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Green Turtle or by third-party providers, or because of other causes beyond Green Turtle's reasonable control. HOWEVER, GREEN TURTLE PROVIDES THE SERVICES, THE SERVICE, THE DOCUMENTATION, THE CONTENT AND THE GREEN TURTLE DATA ON AN "AS-IS" AND "AS AVAILABLE" BASIS. GREEN TURTLE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE GREEN TURTLE DATA OR THE SUPPORT SERVICES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR FROM A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GREEN TURTLE MAKES NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE GREEN TURTLE DATA OR THE SUPPORT SERVICES, NO WARRANTY THAT THE SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, AND NO WARRANTY THAT ANY DEFECTS IN THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE GREEN TURTLE DATA OR THE SUPPORT SERVICES WILL BE CORRECTED.

GREEN TURTLE MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SECURITY, RELIABILITY, QUALITY, TIMELINESS OR AVAILABILITY, OR ANY ERRORS OR OMISSIONS IN THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE GREEN TURTLE DATA OR THE SUPPORT SERVICES. IF YOU ARE NOT SATISFIED WITH THE SERVICE, THE DOCUMENTATION, THE CONTENT, THE GREEN TURTLE DATA OR THE SUPPORT SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR SUBSCRIPTION AND CEASE USING THE SERVICE AS SET FORTH HEREIN.

18. **CUSTOMER ACKNOWLEDGEMENTS.** CUSTOMER ACKNOWLEDGES THAT IT HAS OR WILL HAVE INDEPENDENTLY DETERMINED THAT THE SERVICE MEETS ITS BUSINESS REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE, AT ITS OWN EXPENSE, FOR ACQUIRING, INSTALLING AND MAINTAINING ALL NECESSARY DATA COMMUNICATIONS CIRCUITS AND CONNECTIVITY SERVICE, RELATED EQUIPMENT, HARDWARE AND

SOFTWARE ON THE CUSTOMER SIDE OF DEMARCATION NECESSARY TO ACCESS AND USE THE SERVICE.

**19. CONSEQUENTIAL DAMAGES EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GREEN TURTLE, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR LICENSORS (TOGETHER, "GREEN TURTLE PARTY(IES)") BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH:

19.1 THE SERVICES, DOCUMENTATION, GREEN TURTLE DATA, CONTENT OR THE SUPPORT SERVICES, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, DOCUMENTATION, GREEN TURTLE DATA, CONTENT OR THE SUPPORT SERVICES;

19.2 LOST DATA, LOST PROFITS, LOSS OF USE OR BUSINESS INTERRUPTION;

19.3 ANY RESULTS OR INABILITY TO USE THE RESULTS FROM THE SERVICES, GREEN TURTLE DATA OR CONTENT, INCLUDING LOSS OR CORRUPTION OF DATA;

19.4 ANY TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF, OR MALFUNCTION OF, THE SERVICE;

19.5 THE CONNECTED PRODUCTS;

19.6 A DATA PRIVACY OR SECURITY INCIDENT OR BREACH, OR LOST OR CORRUPTED DATA RELATED TO YOUR ACCOUNT OR YOUR USE OF THE SERVICES, OR UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR YOUR INFORMATION; OR

19.7 INJURY OR DEATH TO A PERSON OR PROPERTY DAMAGE, INCLUDING BUT NOT LIMITED TO SPILLS OR OVERFLOWS.

THIS LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A GREEN TURTLE PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

**20. CAP ON DAMAGES.** GREEN TURTLE AND THE GREEN TURTLE PARTIES' MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, AND CUSTOMER'S SOLE REMEDY, SHALL BE \$100. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING FEES OWED TO GREEN TURTLE UNDER THIS AGREEMENT.

**21. TIME FRAME FOR CLAIMS.** Except where prohibited by applicable law, no claim or legal proceeding, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by the party bringing the action.

**22. INDEMNIFICATION.**

22.1 **Customer's Duty to Indemnify.** You agree to defend, indemnify and hold harmless the Green Turtle Parties from and against any claims, actions, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees (including reasonable attorneys' fees and court costs) arising from (a) your violation of this Agreement, (b) your use of the Connected Products, Services, Content, Documentation or Green Turtle Data, (c) claims that arise from a data privacy or security breach or incident, (d) third party claims for injury or death to a person, or property damage, including without limitation spills or overflows; (e) your violation of applicable laws; and (f) your violation of Green Turtle's or its licensor's intellectual property rights.

22.2 **Notice of Claim.** Green Turtle will notify Customer within a reasonable time after Green Turtle first receives written notice of such third-party claim; however, delay in notice shall not relieve Customer of its duties to indemnify Green Turtle. Notwithstanding the foregoing, Green Turtle may elect, at its option and in its sole discretion, to control the defense of any such third-party claim. In the event Green Turtle permits Customer to control the defense of any third-party claim, Customer shall not agree to any settlement which (i) finds fault or liability or requires any obligations of any Green Turtle Parties without Green Turtle's advance written approval; and (ii) resolves the third-party claim in a manner that involves injunctive or other equitable relief.

**23. SAFETY MEASURES.** CUSTOMER MUST USE PROPER SAFETY MEASURES WHEN CUSTOMER USES THE CONNECTED PRODUCTS IN CONJUNCTION WITH THE SERVICE. CUSTOMER MUST REPAIR AND MAINTAIN THE CONNECTED PRODUCTS IN ACCORDANCE WITH THE RELEVANT DOCUMENTATION. FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE CONNECTED PRODUCTS, PROPERTY DAMAGE, BODILY HARM, AND/OR SERIOUS INJURY OR DEATH. CUSTOMER ACCESSES AND USES THE SERVICE WITH CUSTOMER'S CONNECTED PRODUCTS AT CUSTOMER'S OWN RISK AND SHOULD ONLY USE THE CONNECTED PRODUCTS WHEN CUSTOMER CAN SAFELY OPERATE THE CONNECTED PRODUCTS.

CUSTOMER MUST COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS WHEN CUSTOMER USES THE CONNECTED PRODUCTS AND THE SERVICE.

GREEN TURTLE CANNOT AND DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM VIRUSES OR MALWARE, OR THAT THE SERVICE WILL BE FREE FROM INTRUSION FROM BAD ACTORS, SUCH AS HACKING. CUSTOMER IS RESPONSIBLE FOR MAINTAINING ANY BACKUPS OR RECONSTRUCTION METHODS OUTSIDE OF THE SERVICE FOR ANY LOST DATA. CUSTOMER IS RESPONSIBLE FOR PROTECTING CUSTOMER'S DEVICES WITH ANTI-VIRUS SOFTWARE. GREEN TURTLE IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO DATA, RECONSTRUCTION OF DATA OR DAMAGES TO CUSTOMER'S DEVICES, CONNECTED PRODUCTS, NETWORK OR ENVIRONMENT.

GREEN TURTLE DOES NOT GUARANTEE THAT THE SERVICES WILL WORK WITHOUT ERROR, THAT THE DATA WILL BE ACCURATE OR UP-TO-DATE OR THAT THE GREEN TURTLE DATA, CONNECTED PRODUCTS OR SERVICES WILL PREVENT ANY OR ALL FLOODING OR OTHER DISASTERS OR DAMAGE. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S PROPERTY OR INJURY (INCLUDING DEATH) TO PERSONS THAT OCCUR ON CUSTOMER'S PREMISES (OR PREMISES UNDER CUSTOMER'S CONTROL) OR RELATING TO CUSTOMER'S USE OF THE CONNECTED PRODUCTS AND SERVICES. THE SERVICES AND CONNECTED PRODUCTS SHOULD BE



USED AS ONE OF MANY TOOLS CUSTOMER USES AND SHOULD NOT BE RELIED ON SOLELY AS THE ONLY MEANS CUSTOMER USES TO PROTECT CUSTOMER'S PROPERTY FROM DAMAGE OR FLOODING.

**24. FORCE MAJEURE.** Green Turtle will not be liable for delays in delivery due to circumstances beyond its reasonable control, including, but not limited to, acts of Customer or an Authorized User, government, nature, or the public enemy, civil or labor unrest, fires, floods, explosions, epidemics, pandemics or outbreak of communicable disease, quarantines, internet outages, energy shortages, delay in obtaining licenses, or unavailability or reduced availability of internet connection.

**25. TERM, TERMINATION, AND SURVIVAL.**

**25.1 Term of this Agreement.** This Agreement shall commence on the Subscription Term Start Date set forth in the Subscription Order Form and continue for twelve (12) months. Thereafter, the Agreement shall automatically renew on an annual basis for successive periods of one (1) year each until:

(a) The Agreement is terminated pursuant to the Terms or pursuant to this Section;

(b) After the initial term of this Agreement, Customer provides Green Turtle at least thirty (30) days written notice prior to the upcoming anniversary date of the Agreement of its intent to terminate the Agreement. If Customer does not provide timely notice of its intent to terminate this Agreement, the Agreement shall continue for an additional twelve (12) month period and Customer is obligated to pay all Fees for the upcoming year; or

(c) Green Turtle provides at least thirty (30) days prior written notice of its intent to terminate this Agreement for any reason in its sole discretion.

**25.2 Termination for Breach.** Either party may terminate this Agreement for an uncured material breach by the other party. The non-breaching party shall give the breaching party written notice stating the nature and character of the breach. Except for Customer's breach of its payment obligations, the non-breaching party shall allow the breaching party thirty (30) calendar days from the date of the notice to correct the breach. If the breach remains uncured after such thirty (30) calendar day period, the non-breaching party may terminate the Agreement. Notwithstanding the foregoing, Green Turtle may suspend the Service or terminate this Agreement, without penalty, if Customer is past due on any of its payment obligations.

**25.3 In the Event of Insolvency or Bankruptcy.** Either party may terminate the Agreement immediately upon written notice to the other party, if any of the following events occurs: (a) the other party commits any act of bankruptcy, (b) the other party becomes insolvent or makes a general assignment for the benefit of its creditors or an arrangement for its creditors, (c) the other party is unable to pay its debts as they become due, files a petition under any bankruptcy or insolvency act, (d) the other party has any such petition filed against it which is not dismissed within sixty (60) days, (e) a receiver or manager is appointed for the business of the other party; or (f) the other party takes the benefit of any law in force for the winding up or liquidation of its corporation or other entities.

**25.4 Payment upon Termination.** If Green Turtle terminates this Agreement or any Subscription Order Form, Customer will pay any unpaid Fees covering the remainder of the term for each outstanding Subscription Order Form under this Agreement. In no event

will termination relieve Customer of its obligation to pay any Fees payable for the period prior to the effective date of termination of this Agreement or of the Subscription Order Form and the remaining term of the then-current year of this Agreement for each Subscription Order Form.

- 25.5 **Survival.** In the event of the termination of this Agreement, the provisions which by their nature are intended to survive expiration or termination shall survive, including without limitation Section 10 (Subscription Service Fees), Section 11 (Ownership and License Rights), Section 13 (Proprietary Information), Section 14 (Compelled Disclosure), Section 15 (Equitable Relief), Section 17 (Warranty Disclaimer), Section 19 (Consequential Damages Exclusion), Section 20 (Cap on Damages), Section 21 (Time Frame for Claims), and Section 22 (Indemnification).
26. **GOVERNING LAW.** The laws of the State of Wisconsin will apply to this Agreement, without reference to its conflict of laws provisions. The failure of Green Turtle to insist upon strict performance of any of the terms and conditions stated herein will not be considered a continuing waiver of any term or condition or of any of Green Turtle's rights. The headings in this Agreement are informational and do not modify the agreement. The parties specifically exclude the application of the U.N. Convention on the International Sale of Goods.
27. **USE IN THE UNITED STATES.** The Service, Documentation, Content, the Green Turtle Data and the support services may only be used by Customer in the United States.
28. **MISCELLANEOUS.**
- 28.1 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Green Turtle's prior written consent, and any such assignment in violation hereof is void. Green Turtle may transfer and assign any of its rights and obligations under this Agreement without consent.
- 28.2 **Relationship.** No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and Customer does not have any authority of any kind to bind Green Turtle in any respect whatsoever.
- 28.3 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 28.4 **Waiver and Severability.** Waivers of rights, obligations, or breaches may only occur in a signed writing by the waiving party. Any provisions of this Agreement held invalid shall be severed and the remaining provisions shall continue in full force and effect.
- 28.5 **Entire Agreement.** This Agreement, the Subscription Order Form, the Privacy Policy and the Terms, constitute the entire agreement between Green Turtle and Customer relating to the Service, the Documentation, the Content, the Green Turtle Data and the support services. In the event of conflict, the documents shall control in the order listed in the previous sentence. Both parties agree that the documents referenced herein supersede and cancel all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of such documents. This Agreement may not be amended or modified except by a written instrument signed by

authorized representatives of both parties. The provisions of any purchase order or other writing inconsistent with this Agreement will not constitute a part of the contract for services, and Green Turtle's failure to object to provisions contained in any purchase order or communication from Customer shall not be construed as an acceptance of any such provision or as a waiver of any term of this Agreement, even though there may have been acknowledgment of the purchase order or work has commenced. WITHOUT LIMITING THE FOREGOING, GREEN TURTLE HEREBY EXPRESSLY OBJECTS TO ALL TERMS AND CONDITIONS THAT ARE ADDITIONAL, INCONSISTENT OR CONTRADICTORY TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH TERMS AND CONDITIONS ARE SPECIFIED IN ANY OTHER EMAIL, ACKNOWLEDGEMENT, PURCHASE ORDER, CONFIRMATION, OR OTHER DOCUMENT SUPPLIED BY CUSTOMER, INCLUDING WITHOUT LIMITATION THOSE TERMS AND CONDITIONS REGARDING WARRANTY, LIABILITY AND INDEMNITY. No additional or contradictory terms and conditions will be effective unless expressly agreed to in a writing hand-signed by Green Turtle.