



Last Updated: December 2024

Pentair Home & Pentair Pool Apps Customer Terms of Service

This Terms of Service (“**Agreement**”) is a binding agreement between you (“**You**” (and as applicable, “Your”)) and Pentair Management Company (“**Pentair**”). This Agreement governs Your use of: Pentair Home & Pentair Pool mobile app for use with Pentair products, equipment or services (together with any materials and services available therein, and any successor(s) thereto, the “**Service**”).

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

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

Pentair may amend any of the terms of this Agreement with effect for the future. Any such amendment will be notified to You in accordance with Section 22 at least sixty (60) days prior to its effective date and such notification will state the effective date of such amendment.

You have the right to object to any amendment of this Agreement in accordance with Section 22 within thirty (30) days after the date of receipt of the notification of such amendment. In case of a timely objection, the amendment will not take effect and the Agreement between You and Pentair shall continue unamended. In such case, Pentair shall be entitled to terminate the entire Agreement with You upon notice, such termination to take effect on the date that the amendment would have taken effect. If You do not object within the objection period, the amendment shall be deemed accepted by You and become part of the Agreement between You and Pentair upon the end of the objection period.

In its initial notification, Pentair will inform You of Your right to object within thirty (30) days, Pentair’s right to terminate the entire Agreement in case of such objection, and the legal consequences of non-objection. The “Last Updated” legend above indicates when this Agreement was last changed.



Pentair may, at any time and without liability, modify or discontinue all or part of the Service; charge, modify or waive any fees required to use the Service upon notice to You in accordance with Section 22; or offer opportunities to some or all Service users.

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

1. Definitions.

- (a) "IoT Device" means any internet of things connected or connectable device.
- (b) "Third Party" means any person or entity other than You and Pentair, and includes any of Your subcontractors, independent contractors, affiliates or service providers.
- (c) The meaning of other capitalized terms is as defined in this Agreement.

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

- (a) download, install and use any software made available by Pentair as part of the Service on a mobile device that You own or control, in accordance with any applicable documentation, for Your personal, non-commercial use if You are an individual consumer, or, if You are not an individual consumer, Your internal business purposes; and
- (b) view one (1) copy of any portion of the Service on any single device, solely for Your personal, non-commercial use if You are an individual consumer, or, if You are not an individual consumer, Your internal business purposes.

3. Restriction on Rights. You shall not, directly or indirectly:

- (a) use (including make any copies of) the Service beyond the scope of the rights granted under Section 2;
- (b) use the Service in connection with an IoT Device which You have sold or otherwise transferred or You have no right to control;
- (c) except as expressly enabled within the Service, provide any Third Party with access to or use of the Service;
- (d) modify, translate, adapt or otherwise create derivative works, improvements or other modifications, whether or not patentable or copyrightable, of the Service or any part thereof;



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

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

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

(h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Service, or any features or functionality of the Service, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(i) use the Service in violation of any national, state, provincial and local Laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance ("**Law**") applicable to Your use pursuant to Section 18;

(j) use the Service for purposes of competitive analysis of the Service, the development of a competing website or app, product or service, or any other purpose that is to Pentair's commercial disadvantage;

(k) use the Service in connection with any sale, licensing or making available of Pentair's competitor's products, any copycat products or products which Pentair believes, in its sole opinion, infringe, misappropriate or violate Pentair's intellectual property rights;

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

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

4. Third-Party Materials/Services.

(a) You acknowledge and agree that the Service may include software, products, services, content, data or other materials that are owned by Third Parties ("**Third-Party Materials/Services**") and that are made available to You on terms (including licenses and privacy policies) that are in addition to and/or different from those contained in this Agreement ("**Third-Party Terms**"). Pentair neither controls nor endorses, nor is Pentair responsible for, any Third-Party Materials/Services, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials/Services, or any intellectual property rights therein. Nothing in this Agreement shall be deemed to be a representation or warranty by Pentair with respect to any Third-Party Materials/Services. Pentair has no obligation to monitor Third-Party Materials/Services, and Pentair may block or disable access to any Third-Party



Materials/Services (in whole or in part) through the Service at any time. In addition, the availability of any Third-Party Materials/Services through the Service does not imply Pentair's endorsement of, or Pentair's affiliation with, any provider of such Third-Party Materials/Services.

(b) You hereby agree to be bound by and shall comply with all Third-Party Terms. In particular, Your use of Google Maps is subject to the then-current Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html and Google Privacy Policy at <https://www.google.com/policies/privacy/>. Any breach by You of any Third-Party Terms is also a breach of this Agreement. In the event Third-Party Terms expire or are terminated for any reason, Pentair may immediately terminate the portion of the Service affected, including all rights to such portion of the Service, without penalty or further obligation to You, upon notice to You in accordance with Section 22.

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

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

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

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

5. Responsibility for Use of Service.

(a) You are responsible and liable for all uses of the Service through access provided by You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take action with respect to the Service by any person or entity to whom You may provide access to or use of the Service. You shall keep all



login IDs, passwords and other access credentials pertaining to the Service confidential and secure from all unauthorized Third Parties.

(b) The Service may include functionality that allows You to control the machines or equipment associated with the IoT Devices, including to remotely activate certain aspects of the machines or equipment associated with IoT Devices. Pentair and its licensors, service providers, suppliers, subcontractors and distributors are not responsible for any access to or use of such functionality. Any access to or use of such functionality is solely at Your own risk. The Service does not prevent performance or maintenance issues with respect to the machines or equipment associated with the IoT Devices. Accordingly, You, remain exclusively responsible for the operation and maintenance of the machines or equipment associated with the IoT Devices. The Service does not provide insurance for the machines or equipment associated with the IoT Devices, is not an insurance product and does not replace regular maintenance of the machines or equipment associated with the IoT Devices.

(c) The Service collects, transmits and processes information relating to, among other things, IoT Devices and mobile devices and their use and operation, as further detailed in Pentair's Privacy Notice (See Section 7 below) or the Third Party Terms/Privacy Notice (as applicable) as such notice and terms may be updated over time (referred to together with "Device Data" as the "Service Information"). "**Device Data**" means the data forwarded or otherwise made available to Pentair and/or its subcontractors by or on behalf of You and Your employees, agents and/or contractors, in connection with their use of the Service, and relating to Your IoT Devices and mobile devices used with the Service. By accessing or using the Service, You consent to the collection, storing, processing, use, sharing and disclosure of all Service Information, as described in Pentair's Privacy Notice or the Third Party Terms/Privacy Notice (as applicable).

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

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



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

(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 Service to verify Your compliance with this Agreement.

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

8. Maintenance and Support.

(a) **"Update"** means any applicable update, patch, bug or error correction, or other modification of the Service or Pentair IoT Device or any component thereof, through a medium that Pentair may choose in its sole discretion. **"Upgrade"** means any minor enhancement to functionality or other minor modification to the Service that is not an Update. Pentair may develop Updates or Upgrades. **These may be automatically installed without additional notices or consents if You have consented to automated app updates/upgrades by activating this feature on Your mobile device.**

(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 Service. If, however, Pentair makes any Update or Upgrade to the Service generally publicly available to its licensees or users, other than on a customized basis, then Pentair may, but is not obligated to, provide You with the same Update or Upgrade at no additional cost. The foregoing two sentences shall not affect any mandatory warranty rights or guarantees You may have under the Law applying to you pursuant to Section 18 in case of a non-conformity of the Service with the Agreement. You acknowledge and agree that You may be required to install Updates for proper functioning and security of the Service or the Pentair IoT Device and that not installing any such



required Updates promptly may affect the security and YOUR use of the Service or the Pentair IoT Device.

(c) For clarity, any such Update or Upgrade made available to You hereunder will be deemed to be included within the Service 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 (ii) to introduce new features, and/or change the type and frequency of data transmitted through devices (for example, to conduct remote troubleshooting and/or provide increased customer value). Pentair cannot guarantee that user preferences and configuration settings that have been established by You will be preserved following an update to IoT Devices, whether performed remotely or otherwise. Except to the extent prohibited by applicable Laws, Pentair may perform such activities without notifying You.

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

10. Submissions.

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

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



hereafter developed, and for any purpose (including promotional purposes, such as testimonials). 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 Service 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 rights granted hereunder shall remain in effect until terminated as set forth in this Agreement (the “**Term**”). You and Pentair may terminate the Agreement with thirty (30) days’ notice to the other party for any reason or without a reason. In addition to the foregoing, Pentair may terminate or suspend Your access to or use of the Service, in whole or in part, immediately without prior notice to You, if Pentair determines that: (a) it is reasonably necessary to prevent unauthorized access to Service Information; (b) You (or Your users) fail to abide by any terms of this Agreement, or (c) Your (or Your users’) use of the Service (i) poses a security risk to the Service or any Third Party, (ii) may adversely impact the Service or the systems of Pentair or any Third Party, (iii) may subject Pentair or any Third Party to liability, or (iv) may be prohibited by applicable Laws. If possible and reasonable for Pentair under the given circumstances, we will give You a prior warning notice requiring You to stop the action in question and to remedy any consequence of the action in question and will only terminate or suspend Your access to or use of the Service if You fail to do so. Otherwise, we will subsequently notify You of the executed termination and suspension specifying the reasons within a reasonable time period considering the given circumstances of the case. Upon any such termination or suspension by Pentair, Your right to use the Service will immediately cease, and Pentair may, without liability to You or any Third Party, immediately deactivate or delete Your user name, password and account and all associated materials, without any obligation to provide any further access to such materials. If You no longer desire to use the Service, You may discontinue Your use and delete the Service from Your devices.

(b) If You sell or otherwise transfer an IoT Device to a new owner or You otherwise no longer have the right to control or monitor an IoT Device with the Service, Your right to use the Service with respect to that IoT Device automatically terminates and You agree to immediately remove the IoT Device from Your account on the Service. The new owner will have no right to use



the IoT Device or Service under Your account and will need to register for a separate account and accept this Agreement.

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

12. Warranty Disclaimer. THE SERVICE AND ANY THIRD-PARTY MATERIALS/SERVICES (WHICH MAY INCLUDE SUBMISSIONS), ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER THE LAW APPLYING TO YOU PURSUANT TO SECTION 18, PENTAIR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, 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 SERVICE 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 CAN OR WILL BE CORRECTED. NOTWITHSTANDING YOUR ACCESS TO AND USE OF THE SERVICE AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH THE SERVICE (WHETHER ACCURATE OR INACCURATE), INCLUDING WITH RESPECT TO THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF PRODUCTS AND SERVICES USED IN CONNECTION WITH THE SERVICE, YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF PRODUCTS AND SERVICES USED IN CONNECTION WITH THE SERVICE.

THE EXCLUSION OF CERTAIN WARRANTIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU. You may have mandatory warranty rights or guarantees under the Law applying to you pursuant to Section 18 in case of any nonconformity of the Service with the Agreement; such warranty rights and guarantees shall remain unaffected by this Agreement.

13. Limitation of Liability.

(a) Nothing in this Agreement shall have the effect of excluding or limiting Pentair's legal liability under applicable Law in the event of (i) death or personal injury resulting from an act or omission of Pentair, (ii) fraudulent misrepresentation or fraudulent concealment of defects of products or services by Pentair, (iii) loss and futile expenses caused by willful intent or gross negligence of Pentair, (iv) a breach of a contractual guarantee as to the quality of a product or service granted by Pentair, (v) guarantees being provided under any applicable Law which cannot be excluded or limited, or (vi) other cases where liability cannot be excluded or limited by

agreement between the parties in advance (such as under applicable product liability Laws).
Subject to the foregoing sentence only,

- Pentair will not be liable for Your loss and futile expenses (jointly the “**Damages**”) caused **without** any negligence or willful intent of Pentair;
- Pentair will not be liable for Your Damages caused by the breach of a non-material contractual obligation of Pentair committed with only slight negligence;
- The liability of Pentair for its breach of material contractual obligations with only slight negligence will be limited to those Damages foreseeable to the parties at the time of the conclusion of the agreement between You and Pentair that typically arise in transactions of this kind. For this purpose, a material contractual obligation is deemed an obligation of Pentair, the fulfilment of which is a prerequisite for enabling the proper fulfilment of this agreement and on the fulfilment of which You may rely and do rely.
- Where Pentair provides the Service to You free of charge, it will not be liable for Damages caused with only slight negligence.

(b) The above limitations to liability apply accordingly to the liability of Pentair’s employees, executive officers, legal representatives and vicarious agents.

(c) In addition to the limitation of liability set out in the foregoing subsections (a) and (b), if permitted under the Law applying to you pursuant to Section 18 and except for the cases set out in the first sentence of the foregoing subsection (a), the liability of Pentair, its employees, executive officers, legal representatives and vicarious agents for Damages You may suffer in connection with a the Service caused by Pentair with only slight negligence shall be limited to EUR 100 per damaging event.

14. Indemnification. You agree to indemnify, defend and hold harmless Pentair, its subsidiaries and other affiliates, and its and their directors, officers, employees, licensors, suppliers and agents (“**Indemnitees**”), from and against any claim, demand or cause of action brought by any Third Party (except for claims, demands or causes of action caused by an act or omission of Pentair or the Indemnitees) arising out of or related to: (a) access to or use of the Service by You or by any other person or entity to whom You may provide access to or use of the Service including personal injury or damage to equipment or other property; (b) any Service Information (including Device Data) and/or any other data made available to You or by You or any such other person or entity; (c) any Submission; (d) Your breach of this Agreement, including the warranties and representations provided herein; (e) Your negligence or willful misconduct; or (f) Your infringement, misappropriation or violation of any proprietary or other right of any Third Party.

15. Export Regulation. The Service may be subject to US and EU export control Laws, including the US Export Administration Act and its associated regulations. Both Pentair and You will comply with all applicable export control Laws.

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. 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.

18. Governing Law. This Agreement is governed by and construed in accordance with the internal Laws of the Kingdom of Belgium, 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. If You are acting as a consumer within the scope of Regulation (EC) No. 593/2008, i.e., for a purpose which can be regarded as being outside Your trade or profession, the foregoing choice of governing Law will not have the result of depriving You of the protection afforded to You by provisions that cannot be derogated from by agreement by virtue of the Law applicable where You habitually reside.

If you are a resident of Australia: To the extent required and cannot be excluded by the Law of Australia, this Agreement is governed by and construed in accordance with the Law of Australia. Nothing in this Agreement attempts to modify, limit or exclude any guarantees, warranties and other legal rights that You may be entitled to under Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). In Australia, goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. The type of failure with the Service will affect the remedies available however these may include the right to cancel the Service, have the Services replaced or rectified or receive a refund. You may also be entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Service.

19. Jurisdiction. 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 competent courts of England and Wales, except that Pentair can also elect to bring proceedings against You in the courts for the place where You are domiciled. If You are domiciled in the European Union and acting as a consumer within the scope of Regulation (EU) No. 1215/2012, i.e., for a purpose which can be regarded as being outside Your trade or profession, the foregoing choice of venue does not apply to You. In that case, You may bring proceedings against Pentair either in the courts for the place at Pentair's seat or in the courts for the place where You are domiciled, and proceedings may be brought against You by Pentair only in the courts of the European Union Member State in which You are domiciled. **If you are a resident of**



Australia: to the extent required and cannot be excluded by the Law of Australia, nothing in this Agreement limits Your rights to bring proceedings against Pentair in the courts of Australia.

20. 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.

21. 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".

22. Notices. You agree that Pentair may contact You by any reasonable means, including via the contact information You have provided in the Service account, by e-mail or the user interface for the Service, to provide You with information and notices relating to the Service, this Agreement or for other purposes related to the subject matter of this Agreement. Notices to Pentair regarding this Agreement, including its performance and termination, shall be delivered by registered or certified mail, return receipt requested, to the following address: Regal House, 70 London Road, Twickenham TW1 3Qs, United Kingdom or by e-mail to [insert email address]. 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.

23. 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, provided that, if You are acting as a consumer within the meaning of Council Directive 93/13/EEC, i.e., for purposes which are outside Your trade, business or profession, such assignment may not service to reduce guarantees for You under this Agreement. 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.

24. 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.

25. 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"), , 18 ("Governing Law"), 19 ("Jurisdiction"), this Section 25 ("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.

26. Information or Complaints. If You have a question or complaint regarding the Service, please contact Pentair at the address listed in Section 22. Please note that e-mails may not be secure, so You should not include any sensitive information in any e-mail.

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

28. 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.

29. ODR Platform. The EU Commission provides a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr>. Pentair is neither obligated nor ready to participate in online dispute resolution.