Flume Smart Water Monitoring Program Participation Agreement

By enrolling in the Flume Smart Water Monitoring & Leak Detection Service (the “Program”), you acknowledge that you have read, understand, and agree to the following Terms and Conditions (“Agreement”).

This Program is administered by Flume Water, Inc. (“Flume”) in partnership with Amica Mutual Insurance Company (“Program Sponsor”).

1. Program Overview

The Program is designed to provide eligible policyholders with access to Flume’s smart water monitoring technology and related services for purposes including leak detection, water monitoring, loss prevention, and insurance program analysis.

Participation in the Program is voluntary.

As part of the Program, you will receive a Flume smart water monitoring device and related services at discounted or subsidized pricing determined by the Program Sponsor.

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2. Eligibility

By participating in the Program, you represent and warrant that:

- You are the owner, authorized resident, or policyholder associated with the property where the Flume device will be installed;
- The property is insured by the Program Sponsor or otherwise eligible for participation;
- You are at least eighteen (18) years old and legally capable of entering into this Agreement;
- You have authority to authorize the collection and sharing of data related to the property and device usage;
- Your home has compatible plumbing infrastructure, internet connectivity, Wi-Fi service, and a compatible smartphone or mobile device;
- You will install and use the Flume device only at the property associated with your enrollment.

This offer is non-transferable.

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3. Device Shipment, Installation, and Use

Flume will ship the Flume device kit (“Product Kit”) to the address associated with your enrollment.

You agree that:

- The device will be installed within [30] days of delivery unless otherwise specified by Flume;
- If the device is not installed within the required period, Flume may request return of the device;
- You are responsible for maintaining internet connectivity, Wi-Fi access, electrical power, and compatible mobile device access necessary for operation of the Product;
- You will not tamper with, modify, bypass, or interfere with your water meter or utility infrastructure;
- You will install and use the Product in accordance with Flume’s installation instructions and applicable laws;
- You are responsible for maintaining your own plumbing systems and monitoring your property for leaks and damage.

You acknowledge that installation may require bending, kneeling, lifting meter box covers, working near utility infrastructure, and connecting devices to your home Wi-Fi network.

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4. Monitoring Services

As part of the Program, Flume may provide:

- leak detection alerts,
- water usage monitoring,
- device diagnostics,
- mobile application access,
- customer support,
- and related monitoring services.

Monitoring services may continue only while:

- the device remains installed and active,
- the property remains eligible,
- and the Program Sponsor continues participation in the Program.

5. Data Collection and Authorization

5.1 Consent to Collection and Use of Data

You acknowledge and agree that Flume may collect, generate, process, analyze, store, and use information related to:

- your enrollment,
- your property,
- your device,
- water usage,
- leak events,
- device performance,
- telemetry,
- sensor readings,
- diagnostics,
- user feedback,
- and related information generated through the Program ("Program Data").

Program Data may include, without limitation:

- water flow and usage information,
- leak alerts and leak history,
- installation status,
- device connectivity information,
- property characteristics,
- user-provided survey responses,
- and engagement metrics.

5.2 Authorization to Share Data with Program Sponsor

You expressly authorize Flume to share Program Data with the Program Sponsor and its affiliates, contractors, reinsurers, service providers, and program administrators. Program Data shared with the Program Sponsor may be used for insurance-related purposes, including program administration, policyholder engagement, risk assessment, loss mitigation, claims handling, actuarial analysis, regulatory compliance, and evaluation of Program effectiveness. You understand that Program Data may be shared on an ongoing basis while you participate in the Program.

5.3 Aggregated and De-Identified Data

You acknowledge and agree that Flume may use, retain, disclose, analyze, and commercialize Program Data in aggregated and/or de-identified form for any lawful purpose, including benchmarking, analytics, research, product development, and business partnerships, provided such data does not reasonably identify you personally.

5.4 Privacy Policy

Your use of the Products and Services is also governed by:

- Flume's Privacy Policy, and
- Flume's End User License Agreement,

each as updated from time to time.

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6. Ownership of Technology and Data

Flume and its licensors retain all ownership rights in:

- the Flume Products,
- software,
- firmware,
- applications,
- algorithms,
- analytics,
- models,
- and all associated intellectual property.

Except for the limited rights expressly granted under this Agreement, no ownership rights are transferred to you or the Program Sponsor.

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7. No Guarantee; Insurance Disclaimer

You acknowledge and agree that:

- The Products and Services are intended to assist with water monitoring and leak awareness only;
- Flume does not guarantee detection of all leaks, abnormal water usage, plumbing failures, or water damage events;
- Alerts, notifications, or monitoring services may be delayed, interrupted, inaccurate, or unavailable;
- Wi-Fi interruptions, power outages, cellular interruptions, plumbing conditions, hardware failures, environmental conditions, or other factors may impair operation of the Product;
- Participation in the Program does not guarantee insurance coverage, claim payment, premium reductions, policy renewal, or eligibility for insurance benefits;
- Neither Flume nor the Program Sponsor guarantees any reduction in water usage, losses, claims, or damages.

You remain solely responsible for monitoring and maintaining your property and plumbing systems.

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8. Limitation of Liability

To the fullest extent permitted by law:

- Flume and the Program Sponsor shall not be liable for any indirect, incidental, consequential, exemplary, punitive, or special damages, including water damage, property damage, lost profits, loss of use, or business interruption;
- Flume and the Program Sponsor shall not be liable for any failure to detect, notify, prevent, or mitigate leaks or water-related damage;
- Flume's total cumulative liability arising from or related to the Program shall not exceed the amount paid by you, if any, for the Product Kit.

Some jurisdictions do not allow certain limitations of liability, so portions of this section may not apply to you.

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9. Release and Indemnification

To the fullest extent permitted by law, you agree to release, indemnify, defend, and hold harmless Flume, the Program Sponsor, and their respective affiliates, officers, directors, employees, contractors, and agents from and against any claims, damages, liabilities, losses, costs, and expenses arising from:

- your installation or use of the Product,
- misuse of the Product,

- tampering with utility infrastructure,
- violation of this Agreement,
- or your negligence or misconduct.

This provision shall not apply to the extent caused by the gross negligence or willful misconduct of Flume or the Program Sponsor.

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10. Communications Consent

You consent to receive communications from Flume and/or the Program Sponsor related to:

- the Program,
- device activation,
- installation reminders,
- customer support,
- leak alerts,
- surveys,
- and related operational communications,

including by email, mobile application notifications, telephone, and SMS/text messaging.

Message and data rates may apply.

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11. Surveys and Feedback

You may be asked to participate in surveys, leak feedback questionnaires, or customer experience research related to the Program.

Your participation may help Flume and the Program Sponsor evaluate Program effectiveness and improve future services.

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12. Termination and Withdrawal

You may withdraw from the Program at any time by contacting Flume.

Flume or the Program Sponsor may terminate or suspend participation:

- if eligibility requirements are no longer satisfied,

- if the device becomes inactive,
- if misuse or fraud is suspected,
- or if the Program is discontinued.

Termination may result in cessation of monitoring services and data sharing.

Historical data collected prior to termination may continue to be retained and used in accordance with this Agreement and applicable law.

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13. Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

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14. Electronic Acceptance

By clicking “I Agree,” enrolling in the Program, activating the Product, or otherwise participating in the Program, you acknowledge and agree that:

- you have read and understood this Agreement,
- this Agreement is legally binding,
- and electronic acceptance has the same force and effect as a handwritten signature.

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15. Entire Agreement

This Agreement constitutes the complete agreement between you and Flume regarding the Program and supersedes prior communications relating to the Program.

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.