

## PILOT PARTICIPATION AGREEMENT

By accepting the offer of the Flume Smart Water System, I agree to participate in the pilot study, described below. I acknowledge, understand and agree to the following:

- 1) I understand that as part of this pilot program, I will receive the Flume Smart Water System for the discounted price of \$75 plus tax and shipping. The retail price is \$199 plus tax and shipping.
- 2) I allow Flume to share my data with Mercury in part to determine whether my device is installed and is operational and to evaluate information about water usage and/or leaks ("Service").
- 3) This offer is non-transferable. Flume must be installed at the property associated with the account that received the offer.
- 4) I am physically able to install the Flume Water Sensor on my water meter, which may require bending over my in-ground meter box and working with my home Wi-Fi system.
- 5) My home has Wi-Fi and should for the next year of the pilot.
- 6) I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my home's Wi-Fi. This process is similar to installation of other smart home technology.
- 7) I have a smartphone (iOS or Android) or other mobile device and I agree to accept Flume notifications when sent through the mobile app. Feedback on the notifications is an important pilot component. I understand that if I disable these messages, I could miss key information such as increases in my water use or leak alerts.
- 8) This system presents no guarantee for reductions in water use.
- 9) As a part of the pilot program, I agree to keep the Flume Smart Water System installed for one year.
- 10) I agree to participate in at least one online follow-up survey conducted by Mercury.
- 11) Mercury works with Flume. Products and services described herein are provided exclusively by Flume. Mercury assumes no liability or responsibility for products and/or services provided by Flume, and Flume has sole responsibility for its products and services.
- 12) To the fullest extent permitted by law, by signing this Participation Agreement, I, as well as my heirs, successors, and assigns shall indemnify and hold harmless Mercury, and its respective officers, directors, employees and agents from and against any and all liabilities, claims, losses, obligations, damages, fines, civil penalties, judgments, costs, expenses of any kind or nature including, but not limited to, interest, court costs, and reasonable attorney fees, arising from this Participation Agreement ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of Mercury, its officers, directors, employees, or agents.



**SUPPLEMENT TO SUPPLIER'S TERMS and CONDITIONS: PILOT PARTICIPATION AGREEMENT,  
FLUME END USER LICENSE AGREEMENT, AND FLUME PRIVACY POLICY**

This Supplement (this "Supplement") to SUPPLIER Terms and Conditions for Flume Trial Use for the Participant (the "Terms and Conditions") applies to you and to Flume, Inc. (hereinafter referred to as "we," "us" or "Flume"). Defined terms used but not defined in this Supplement shall have the meaning ascribed to them in the Terms and Conditions. You have agreed to participate in a pilot project between us and a third party involving the sharing of data collected from the Flume System ("Flume") and the related Service as described in the Terms and Conditions. In this case, Flume and Mercury Insurance Services LLC, on behalf of itself and its affiliates ("Mercury"), have entered into an agreement pursuant to which we will be providing to Mercury, with your consent hereunder, Data (defined below) generated from your use of Flume and the Service.

By accepting this Supplement or by your accessing or using Flume and the Service, you acknowledge that you have read, understood, accepted, agreed to be bound by and to comply with this Supplement and the Terms and Conditions. If you do not agree with this Supplement, you must not accept this Supplement and you may not use Flume or the Service. Unless otherwise amended in this Supplement, all terms of the Terms and Conditions continue to apply to you and your use of Flume and the Service. You are required to click through and accept Flume's Terms and Conditions and this Supplement in order to access and use Flume and the Service.

Following are the additional terms and conditions that apply to you in connection with your use of Flume and the Service. To the extent any terms in this Supplement and the Terms and Conditions are inconsistent, the terms of this Supplement will control:

- 1) You agree to allow Mercury to access your information. Such information may include, but not be limited to, personally identifiable information about you, your property, the functioning of the plumbing equipment in your property, and other data that might provide Mercury with information about the risks of future water leaks in your property (collectively, "Data"). You agree and consent to allow us to license the Data to Mercury. Initially, Mercury will use the Data to pilot the services offered by us to Mercury. At some point in the future, the use of the Data can be expanded into other purposes, including underwriting/rating purposes, such as providing discounts to customers who enroll in a Mercury program. Your consent to sharing the Data with Mercury is voluntary. Should you decide at any time to discontinue your participation in the sharing of Data with Mercury, you may do so by removing Flume from your property and notifying us of your intent to withdraw your consent. In the unlikely event that damages to your property are caused by Flume or the Service, you agree that Mercury shall have no liability for such damages and that you will waive and not make any claim against Mercury for such damages.

- 2) Except as described in the Flume privacy policy, we will never share your Data with another company other than Mercury without first explicitly asking your permission, usually in the form of a web page, email or app screen requiring you to indicate your acceptance of the terms.
- 3) Mercury may offer you services through the Flume app that uses the Flume APIs to access your Data. You hereby consent to such access, which access is subject to this Supplement and the Terms and Conditions.
- 4) Flume will indemnify, defend, and hold you harmless from and against all third party claims, actions, proceedings, and damages, liabilities, expenses, and fees to the proportionate extent arising out of (i) violation of any applicable laws by Flume; or (ii) a claim or suit that Flume, the Service, or any component thereof or used therewith infringe upon the intellectual property rights of any third party.