

## **MYSÜDMO APP TERMS OF SERVICE**

Pentair Südmo GmbH ("Pentair") provides access to this Website and the MySüdmo Application ("MySüdmo App") accessible through [mysudmo.pentair.com](https://mysudmo.pentair.com) together with any materials and services available therein, the "Service", subject to the following terms and conditions of use (these "Terms" or this "Agreement"), which constitute a legal contract between You (as either an individual or a legal entity, and hereafter referred to as "You" or "Licensee") and Pentair.

BY CLICKING THE "ACCEPT" BUTTON, YOU INDIVIDUALLY AND ON BEHALF OF YOUR COMPANY (A) ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS; (B) REPRESENT AND WARRANT THAT, IF YOU ARE ACTING ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY (an "Entity"), YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY AND TO BIND THE ENTITY TO THESE TERMS; AND (C) REPRESENT AND WARRANT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO USE OR ACCESS THE SITE AND TOOL AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PENTAIR WILL NOT AND DOES NOT LICENSE THE SERVICE AND YOU MUST NOT USE THE SERVICE.

Pentair may change this Agreement from time to time by notifying You of such changes in accordance with Section 23. Any such changes will not apply to any dispute between You and Pentair arising prior to the date on which Pentair posted the revised Agreement, or otherwise notified You of such changes in accordance with Section 23.

Your use of the Service following any changes to this Agreement will constitute Your acceptance of such changes. The "Last Updated" legend above indicates when this Agreement was last changed. Pentair may, at any time and without liability, modify or discontinue all or part of the Service; charge, modify or waive any fees required to use the Service upon notice to You in accordance with Section 23; 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.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 22 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND; PROVIDED THAT PENTAIR MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR TEMPORARY OR PERMANENT INJUNCTIVE RELIEF WITH RESPECT TO DISPUTES RELATING TO INTELLECTUAL PROPERTY RIGHTS OR BREACH OF CONFIDENTIALITY OBLIGATIONS. THIS, TO THE EXTENT LOCAL LAWS ALLOW IT. UNDER YOUR LOCAL LAWS YOU MAY HAVE THE RIGHT TO FILE A CLAIM BEFORE COMPETENT AUTHORITIES OR COURTS.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means the Licensee or other user using the Service within the confines and terms of the license granted under this Agreement.

"**Documentation**" means user manuals, technical manuals and any other materials provided by Pentair, if any, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Service.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, know-how, inventions, formulae, algorithms and all other intellectual property protected under applicable law or convention, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Service**" has the meaning set forth in the preamble.

"**Term**" has the meaning set forth in Section 10.

"**Third Party**" means any Person other than You or Pentair.

2. License Grant 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 license, during the Term (as defined below), to use the Service as set forth in this Section 2. This license grants to You the right to:

(a) use any software made available by Pentair as part of the Service on a 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. Use Restrictions. Authorized Users shall not, directly or indirectly:

(a) use (including make any copies of) the Service or Documentation beyond the scope of the license granted under **Section 2**;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Service or any part thereof;

(c) combine the Service or any part thereof with, or incorporate the Service or any part thereof in, any other programs;

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

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

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

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Service, or any features, functionality, or content 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;

(h) 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;

(i) use the Service or Documentation in violation of any law, regulation or rule; or

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

#### 4. Responsibility for Use of Service.

(a) You are responsible and liable for all uses of the Service and Documentation through access thereto 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 required actions with respect to the Service and Documentation by any Authorized Users or by any other Person to whom You or an Authorized User may provide access to or use of the Service and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Additionally, You shall be solely responsible for ensuring that Your Authorized Users comply with the terms of this Agreement, including but not limited to the confidentiality and scope of use obligations and the license grant restrictions set forth herein. You shall keep, and shall ensure all Authorized Users keep, all login IDs, passwords and other access codes pertaining to the Service confidential and secure from all unauthorized persons. You will immediately terminate the access rights of any Authorized User who ceases to act in that capacity on behalf of You for any reason, including as a result of a change in employment status. You will immediately terminate the ability of any Authorized User to use a particular password or access code in the event of loss, theft, or unauthorized disclosure or misuse of that login ID, password or other access code.

(b) The Service collects, transmits and processes information relating to, among other things, Your use and operation of the Service, as further detailed in Pentair's Privacy Notice (See Section 6 below) or the Third Party Terms (as applicable) as such notice and terms may be updated over time. "Use 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 use of the Service. By accessing or using the Service, You consent to the collection, storing, processing, use,

sharing and disclosure of all Use Data, as described in Pentair's Privacy Notice or the Third Party Terms (as applicable).

5. 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 acknowledge and agree that the Service may require information to be input by You ("Your Inputs"). You are responsible for the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Your Inputs, or any intellectual property rights therein. Pentair will have no liability in any regard for any of Your Inputs, including but not limited to, the accuracy, completeness, integrity or reliability of Your Inputs or Your reliance thereon in making business decisions or otherwise or Your failure to abide by applicable federal, state and local laws, regulations, and ordinances with respect to Your Inputs.

(c) The Site or Tool 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.

6. Privacy Notice. Without limiting the provisions of Section 4 or any applicable Third Party Terms, 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.

7. Compliance Measures. During the Term, Pentair may, in Pentair's sole discretion, audit Your use of the Service and/or Documentation to ensure Your compliance with this Agreement.

8. Maintenance and Support.

(a) You acknowledge and agree that Pentair shall not offer maintenance, support, repair or assistance with respect to the Service. If, however, Pentair makes any Updates (as

hereinafter defined) or Upgrades (as hereinafter defined) to the Service generally publicly available not on a customized basis, then Pentair may, but is not obligated to, provide You with the same Updates or Upgrades at no additional cost. "Updates" means any bugs, error corrections or patches to the Service or any components thereof through a medium that Pentair may choose in its sole discretion. "Upgrades" means minor enhancements to functionality and other minor modifications to the Service that are not Updates. Additionally, You acknowledge and agree that notwithstanding the foregoing, Pentair is not obligated to make modifications, Updates or Upgrades to the Service or to make any modifications, Updates or Upgrades publicly available and/or available to You.

9. Intellectual Property Rights. You acknowledge and agree that the Service and Documentation are provided under license, and not sold, to You. You do not acquire any ownership interest in the Service or Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Pentair reserves and shall retain its entire right, title and interest in and to the Service and Documentation and all Intellectual Property Rights arising out of or relating to the Service and Documentation, 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 Documentation and fully cooperate with Pentair, at Pentair's sole expense, in any legal action taken by Pentair to enforce its Intellectual Property Rights.

10. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect until terminated as set forth in this Agreement (the "**Term**").

(b) Pentair may terminate or suspend Your access to or use of the Service or Documentation, in whole or in part, immediately without notice to You, if Pentair determines that: (a) You (or Your Authorized Users) fail to abide by any terms of this Agreement, or (c) Your (or Your Authorized Users') use of the Service or Documentation (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. Pentair also may cease making the Service available upon thirty (30) days' notice, if Pentair determines that market demand no longer warrants continuing to make available the Service, or immediately, in order to comply with any applicable Laws. In addition, Pentair may restrict the Service's or Documentation's availability at any time, in whole or in part, to any person, geographic area or jurisdiction, if Pentair reasonably determines that continuing to make the Service or Documentation available is no longer warranted for legal or regulatory reasons. Upon any such termination or suspension by Pentair, Your right to use the Service and Documentation 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.

(c) If You no longer desire to use the Service, You may discontinue Your use of the Service at any time.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and You and Your Authorized Users shall cease using and destroy all copies of the Service and Documentation that are in Your possession or control.

11. Disclaimers.

(a) THE SERVICE AND DOCUMENTATION, INCLUDING THIRD PARTY MATERIALS/SERVICE, ARE PROVIDED TO LICENSEE "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, 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 LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THE SERVICE OR THE PRODUCTS IT MAY RECOMMEND WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT, PROCESS OR COMPILE DATA ACCURATELY OR COMPLETELY, INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) WITHOUT LIMITING THE GENERALITY OF THE WARRANTY DISCLAIMER ABOVE, THE MYSÜDMO APP IS INTENDED FOR USE BY PERSONS HAVING ADEQUATE TECHNICAL SKILLS AND EXPERIENCE WITH MEMBRANE SYSTEM DESIGN ONLY IN THE WATER AND WASTEWATER TREATMENT SPACE. YOU SHOULD SEEK ASSISTANCE FROM PENTAIR BEFORE ACTING UPON INFORMATION PROVIDED BY THE MYSÜDMO APP. THE MYSÜDMO APP IS RELIES UPON YOUR INPUT OF DATA INCLUDING, WITHOUT LIMITATION, THE SOURCE OF WATER, AND ITS MAIN WATER QUALITY PARAMETERS REQUIRED, OPERATING PRESSURE AND WATER FLOW. YOU HEREBY REPRESENT AND WARRANT THE ACCURACY AND COMPLETENESS OF YOUR INPUT OF DATA. SYSTEMS AND OPERATIONAL PARAMETERS RECOMMENDED BY THE MYSÜDMO APP WERE DETERMINED USING SIMPLIFIED FACTORS AND ASSUMPTIONS. THE RESULTS PROVIDED BY THE SERVICE ARE FOR INFORMATION PURPOSE ONLY, MEMBRANE OR SYSTEM PERFORMANCE WARRANTIES ARE NEITHER EXPRESSED NOR IMPLIED BY DESIGNS OR SUGGESTIONS FROM THE SERVICE. PENTAIR SHALL NOT BE LIABLE FOR ANY ERROR OR MISCALCULATION IN THE SERVICE.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PENTAIR HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND/OR YOUR USE OF OR INABILITY TO USE THE SERVICE (OR ARISING FROM OR RELATED TO THE DOCUMENTATION OR ANY COMPONENT OF THE SERVICE) FOR BODILY INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE SOFTWARE, LOSS OF DATA, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER

CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

IN NO EVENT SHALL PENTAIR'S MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED ONE HUNDRED AND 00/100 US DOLLARS (\$100.00). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS, IN WHICH CASE SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification. You agree to indemnify, defend, and hold harmless Pentair, its subsidiaries and affiliates, and its and their directors, officers, agents and employees ("Indemnitees"), from and against any third party claim, demands, cause of action, and pay damages, loss, penalty, expenses (including attorneys' fees, out of pocket document production costs, and court costs through appeal if applicable) arising out of or related to (i) use of the Service or Documentation by You, Your Authorized Users, or by any other Person to whom You or an Authorized User may provide access to or use of the Service and/or Documentation, whether such access or use is permitted by or in violation of this Agreement; (ii) the Use Data; (iii) Your Inputs; (iii) Your breach of this Agreement, including the warranties and representations provided herein; (iii) Your negligence or willful misconduct or (iv) Your violation of any proprietary or other rights of a third party.

14. Export Regulation. The Service and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Service or Documentation to, or make the Service or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Service or Documentation available outside the US. You represent and warrant that You are not: (a) located in any country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; or (b) listed on any US Government list of prohibited or restricted parties.

15. US Government Rights. The Service is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Service and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. Confidentiality. All information about Pentair's business, including but not limited to information relating to its computer programs or processes, customers, object code or source code, Documentation, products, prices, employees, sales, marketing, or financial matters disclosed to You in the course of using the Service is confidential and/or proprietary information of Pentair and may not be disclosed by You or Your employees, consultants or contractors to any third party. Further, no such information may be used by You or Your employees, consultants or contractors for their own benefit or for the benefit of third parties, or for any purpose other than to use the Service.

If it appears that You or Your employees, consultants or contractors have breached the provisions of this Section (or have threatened to breach those provisions), Pentair shall be entitled to an injunction restraining You and Your employees, consultants or contractors from further breaches, and from providing services to any party to whom Pentair's confidential and/or proprietary information has been or may be disclosed. Pentair shall in addition be entitled to pursue any other available remedies, including any claim for damages. The provisions of this Section shall remain in full force and effect after termination of this Agreement.

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 State of Minnesota without giving effect to any choice or conflict of law provision or rule regardless of Your location. Subject to Section 22, any legal suit, action or proceeding arising out of or related to this Agreement or the Service or Documentation shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis, Minnesota. You hereby waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts. However, this provision may not be valid in your jurisdiction and local laws would therefore apply instead.

19. Limitation of Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Entire Agreement. This Agreement constitutes the entire agreement between You and Pentair with respect to the Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Service.

21. 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.



**22. Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. If Your residence or principal place of business is in the United States, You and Pentair agree that this Agreement affects interstate commerce and that the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of these arbitration provisions.**

**You and Pentair are each subject to the terms of this Section 22 below.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICE AND ALL RELATED MATTERS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT PENTAIR AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY; PROVIDED THAT PENTAIR MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR TEMPORARY OR PERMANENT INJUNCTIVE RELIEF WITH RESPECT TO DISPUTES RELATING TO INTELLECTUAL PROPERTY RIGHTS OR BREACH OF CONFIDENTIALITY OBLIGATIONS, WITHOUT BREACH OF THIS SECTION 22 WITHOUT ANY ABRIDGMENT OF THE POWERS OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. If You do not want to be bound by this arbitration provision, You may opt out. In order to opt out of this arbitration provision, You must notify us in writing that You do not want to resolve disputes with us by arbitration, and such notice should be delivered by mail to the address listed in Section 25, within thirty (30) days of the earlier of: (a) the date You first use or access the Site; and (b) the date You click or tap any button or box marked “accept,” “agree” or “ok” (or a similar term) in connection with this Agreement.**

**The provisions of Section 20 will apply with respect to the governing Law of the arbitration.**

**If Your principal place of business is in the United States or Canada, the arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “Comprehensive Rules”) (currently available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>, as amended by this Agreement. If Your residence or principal place of business, as applicable, is in any country in APAC, then the arbitration will be administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. If Your residence or principal place of business, as applicable, is outside of the United States, Canada or any country in APAC, then the arbitration will be administered by the International Chamber of Commerce (ICC) in accordance with ICC Rules of Arbitration. The arbitration rules specified in this subsection are referred to as the “Rules.” For the purposes of this Agreement, “APAC” means the geographic region that includes the following countries: Australia, Bangladesh, Brunei, Burma, Cambodia, China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Christmas Islands, Fiji,**

**India, Indonesia, Japan, Kiribati, Laos, Malaysia, Marshall Islands, Federated States of Micronesia, Mongolia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.**

**Selection of the arbitrator shall be in accordance with the Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by You or by Pentair that an in-person hearing is appropriate. If Your principal place of business is in the United States or Canada, any in-person appearances will be held in Minneapolis, Minnesota, provided that if You are a consumer (as defined by the Rules), You have a right to an in-person hearing in Your hometown area. If the parties are unable to agree on a location, such determination should be made pursuant to the Rules or by the arbitrator. If Your residence or principal place of business is in a country in APAC, the place of arbitration will be Singapore. If Your residence or principal place of business is outside of the United States, Canada or any country in APAC, the place of arbitration will be London, United Kingdom. The arbitration shall be conducted in English. Notwithstanding the foregoing, if your principal place of business is in the Netherlands, you may opt to resolve any Dispute before Dutch courts, provided that you notify Pentair of this election within thirty (30) days of Pentair notifying you of Pentair's intention to commence arbitration.**

**The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The arbitrator's award will provide a written statement of the disposition of each claim, the award given and the essential findings and conclusions on which the award is based. Notwithstanding any of the foregoing, nothing in this Agreement will preclude You from bringing issues to the attention of federal, state or local agencies and, if applicable Law allows, they can seek relief against Pentair for You. If You are a consumer (as defined by the Rules), remedies that would otherwise be available to You under applicable federal, provincial, state or local Laws will remain available under this arbitration clause, unless You retain the right to pursue such remedies in court. As part of the arbitration, both You and Pentair will have the opportunity for discovery of non-privileged information that is relevant to the claim.**

**If You are a consumer (as defined by the Rules) and You initiate arbitration against Pentair, the only fee required to be paid is \$250 (the approximate cost of court filing fees) and all other costs will be borne by Pentair, including any remaining JAMS Case Management Fee and professional fees for the arbitrator's services. If Pentair initiates arbitration against You and You are a consumer (as defined by the Rules), Pentair will pay for all costs associated with the arbitration. The parties are responsible for paying their own attorneys' fees. For arbitrations outside of California, the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party if such an award is allowed under applicable Law. For arbitrations within California, the arbitrator shall not have the authority to award attorney's fees and costs to a claimant who does not prevail against Pentair.**

23. Notices. You agree that Pentair may contact You by any reasonable means, including 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 will be delivered by registered or certified mail only, return receipt requested, to the following address: 5500 Wayzata Blvd., Suite 900, Golden Valley, MN 55416, Attention: General Counsel. 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.

24. 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.

25. Assignment. You may not assign Your rights and obligations under this Agreement without the prior written consent of an authorized representative of Pentair. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

26. Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

27. Survival. The provisions of Sections 1 (“Definitions”), 5 (“Responsibility for Use of Service”), 8 (“Collection and Use of Information”), 9 (“Intellectual Property Rights”), 11(e), 12 (“Warranty Disclaimer”), 13 (“Limitation of Liability”), 15 (“Indemnification”), 17 (“Confidentiality”), 19 (“Governing Law”), 20 (Limitation on Time to File Claim”), this Section 26 (“Survival”), and any other Sections, exhibit, addenda or attachment that, that by their nature, survives termination, shall survive any termination or expiration of this Agreement.

28. Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the Service—including this electronic signature and disclosure notice—and that this use satisfies any requirement that Pentair provides You these documents and their content in writing. If You do not agree, do not enter into this Agreement. You have the right to receive a paper copy of all documents and records. You may (a) obtain a paper copy of any document or record (free of charge), (b) withdraw Your consent to the use of electronic documents and records, or (c) update Your contact information through your App account.