



TERMS OF USE - PENTAIR POOL MARKETING MATERIALS

These Terms of Use for Pentair Marketing Materials (the "Terms") govern Your use of those Pentair Water Pool and Spa, Inc. ("Pentair") marketing materials, including but not limited to logos, catalogs, images, and brochures, contained in the Bigtincan portal (the "Portal") provided to you by Pentair (collectively, the "Marketing Materials"). By accessing the Portal, You (the "Customer") confirm that you accept and agree to be bound by these Terms.

1. Grant of License.

Subject to the terms and conditions set forth in these Terms, Pentair grants Customer a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Marketing Materials in a manner consistent with these Terms and Pentair's brand guidelines for the sole limited purpose of advertising Pentair products within the Territory (as hereinafter defined) and indicating that Customer is a dealer or distributor of Pentair products within the Territory.

- a. The term "non-exclusive" shall mean that Pentair reserves the right, at its sole option, to provide other Customers, dealers, and entities the Marketing Materials to advertise and promote Pentair products in or outside the Territory and through any medium.
- b. The term "Territory" shall mean the United States (including its territories), Canada, and Latin America.

2. Ownership of Marketing Materials.

Customer acknowledges that Pentair exclusively owns all right, title, and interest in and to the Marketing Materials, and nothing herein shall be interpreted to grant or convey to Customer any proprietary and/or other legal interest in such Marketing Materials, other than the limited right to use the Marketing Materials on the terms and conditions set forth in these Terms. All other rights being herein expressly reserved by Pentair. Customer shall not contest, challenge, or attack Pentair's exclusive rights in and to the Marketing Materials, variations of the Marketing Materials, or the ownership or validity of the license granted pursuant to these Terms.

3. Use of Marketing Materials.

- a. Customer shall not modify, alter, or change the Marketing Materials in any way and shall not alter, deface, or remove in any manner any reference to Pentair or any other brand name within the Marketing Materials. Customer shall use the Marketing Materials only in such a manner as Pentair directs and shall cooperate with Pentair in facilitating Pentair's control over the nature and quality of the Marketing Materials. Customer shall not allow access to the Portal and/or the Marketing Materials to any person or entity outside of Customer.
- b. **Customer shall use the following footnote statement** in printed materials and on websites, referring to the ownership of trademarks by Pentair: "All indicated Pentair trademarks and logos are property of Pentair."
- c. Customer shall not use as part of Customer's trade name or entity name the word "Pentair", any Pentair trademark, or any confusingly similar trademark. Further, Customer will not register or use in any website address or URL, a Pentair trademark or any confusingly similar trademark.

4. Indemnification.

Customer agrees to indemnify, defend, release, and hold harmless Pentair, its affiliates, and its respective directors, officers, employees, and agents from any liability, loss, claim, fine, penalty, and expense, including without limitation, reasonable attorney's fees, related to Customer's violation of these Terms and/or arising out of or related to Customer's access to the Portal and/or use of the Marketing Materials.

5. Breach.

- a. Customer acknowledges that a breach by Customer of any one or more of these Terms may cause irreparable harm to Pentair and that damages would be difficult to determine and may not be a suitable remedy.

Accordingly, in the event of a breach, Pentair shall be entitled to, in addition to all other legal remedies available to Pentair, injunctive relief restraining Customer from any further or continued breach of its obligations hereunder. Pentair shall have no obligation to post a bond prior to obtaining such injunctive relief. In addition, Pentair shall be entitled to recover from the Customer reasonable attorney's fees and costs incurred by it in enforcing any remedies available to Pentair hereunder.

- b. Customer shall be liable for any breach of these Terms by it, its affiliates, and their respective employees or agents. For the purposes of these Terms, "affiliate" means any individual, partnership, corporation, trust, estate, association, limited liability company, or other entity controlling or controlled by or under common control with a party.

6. Governing Law.

Any dispute arising from the terms hereof shall be governed in accordance with the laws of the State of Minnesota without regard to conflict of laws provisions. Any legal suit, action, or proceeding arising out of or related to the Terms provided hereunder will be instituted exclusively in the state and federal courts in Hennepin County, Minnesota.

7. Miscellaneous.

- a. Pentair reserves the right in its sole discretion to revoke the license and rights granted to Customer under these Terms and terminate or suspend Customer's access to the Portal and use of the Marketing Materials, in whole or in part, at any time and for any reason. Customer's license and rights granted under these Terms, including, but not limited to, the right to use the Marketing Materials hereunder, shall cease immediately upon the expiration, termination, or revocation of these Terms for any reason, and Customer may not thereafter make any use of the Marketing Materials nor of any similar materials.
- b. If any provision of these Terms 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 these Terms will continue in full force and effect.
- c. Pentair reserves the right to amend or modify these Terms at any time without notice.
- d. 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 these Terms and any other terms, these Terms shall govern. These Terms constitute the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersede any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.