



NVENT THERMAL DEVELOPER AGREEMENT

nVent Thermal LLC (“we”, “us”, “nVent Raychem” in these terms) has the following terms for release of the documentation for the nVent Raychem SENZ-WIFI API. By accepting these terms, you acknowledge that you have read all of its terms, and that you understand and agree to be bound by these terms:

We grant you a limited, revocable, non-transferable, non-exclusive (without the right to sublicense) right to access and use the nVent Raychem SENZ-WIFI API and nVent Raychem SENZ-WIFI developer materials solely to create a product, app or service that operates with the nVent Raychem SENZ-WIFI thermostat.

You will not share the documents related to the nVent Raychem SENZ-WIFI API, nVent Raychem SENZ-WIFI ecosystem, nVent Raychem SENZ-WIFI developer materials, or products or services related thereto with any third party without nVent Raychem’s prior written consent, and you agree to keep the documents confidential. You may use the information contained in these documents to create a product and have permission to release this information as part of your product within the source code as required.

Some of the nVent Raychem SENZ-WIFI developer materials may contain open source which are governed by applicable open source license conditions and you agree to abide by such license conditions.

You will not misrepresent or mask either your identity or your Client’s identity when using the nVent Raychem SENZ-WIFI API.

It may happen that working on an app suggests an idea to you for an improvement or change in the nVent Raychem SENZ-WIFI API or nVent Raychem SENZ-WIFI developer materials or nVent Raychem SENZ-WIFI ecosystem (“Feedback”). If you provide any Feedback to us, we will own all rights (including intellectual property rights) therein and are entitled to use the Feedback free of charge, worldwide, without any condition or restriction, in our sole discretion and in perpetuity as



of the date of receipt of such Feedback, and you will take necessary actions reasonably required to transfer such rights to us. You will make no claims in this respect and ensure that no third party makes any claims to us.

Ensure all applications developed belongs to you and not to nVent Thermal LLC, its subsidiaries, or its brands. You take sole responsibility for your app. Do not use any nVent or nVent Raychem branding trademarks unless requests are submitted in writing and permission is granted in response in writing by an nVent Thermal LLC representative.

If you receive our nVent Raychem SENZ-WIFI API, developer materials, or any other information in relation to nVent Raychem SENZ-WIFI, you cannot claim ownership or intellectual property rights in any improvements of or modification to that material or in any of the APIs either with respect to us or to other nVent Raychem SENZ-WIFI app developers.

Ensure applications are not malicious, obscene, or unlawful. Do not use nVent Raychem SENZ-WIFI products or the nVent Raychem SENZ-WIFI API for surveillance or other similar purposes. Do not do anything (or permit others to do so) that could harm the nVent Raychem SENZ-WIFI thermostat, nVent Raychem SENZ-WIFI API, brands, products or services related thereto, end-user devices, and third party systems or devices, e.g. interfere with normal functioning of the foregoing or circumventing any security measures, etc.

With regards to the Processing of Personal Data of end users, you acknowledge and agree that you will:

- comply with all Applicable Data Protection Law, including but not limited to the GDPR; and
- comply with any Data Processor Addendum to this Agreement; and
- be autonomously responsible to collect and further process Personal Data in accordance with requirements of Applicable Data Protection Laws (including but not limited to the GDPR), in particular for justification of any transmission of such Personal Data to nVent Thermal LLC (e.g., for its analysis, research and development purposes or for provision of product related services) and/or other parties, including providing any required privacy



notices or disclosures and obtaining any required privacy related consents or opt-out notices, and for your decisions concerning the Processing and use of the Personal Data; and

- not do anything which may cause nVent Thermal LLC, its subsidiaries or affiliates, licensors, suppliers, agents, representatives, contractors, and employees to infringe any Applicable Data Protection Law. When used in this clause, capitalized terms shall have the following meanings: “Applicable Data Protection Laws” means the provisions of mandatory law of a country containing rules for the protection of individuals with regard to the Processing of Personal Data, including but not limited to the GDPR. “Personal Data” means any information relating to or identifying, directly or indirectly, an identified or identifiable natural person (Data Subject). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. “Processing” means any operation or set of operations which is performed upon nVent Thermal LLC Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, view, access, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “GDPR” means the General Data Protection Regulation, Regulation (EU) 2016/679. You acknowledge that certain transactions of nVent Thermal LLC are subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations, which prohibit export or diversion of certain products and technology to certain countries (“Export Regulations”). You shall comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for any product, technology, documentation and the nVent Raychem SENZ-WIFI remote API and nVent Raychem SENZ-WIFI developer materials supplied to you as well as for any product, app or service sold or otherwise disposed of by you or on your behalf.

You agree to indemnify and hold nVent Thermal LLC, its subsidiaries, affiliates, employees, agents, and their licensors harmless from and against any losses, damages, liability and/or claims



(including but not limited to all direct and reasonable costs and expenses, reasonable attorneys' fees) arising out of or relating to your breach of these terms or applicable law, including but not limited to Applicable Data Protection Laws, or any other legally wrongful act or omission.

NVENT RAYCHEM SENZ-WIFI API (INCLUDING, WITHOUT LIMITATION, TEXT, IMAGES, GRAPHICS, LINKS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, nVent THERMAL LLC, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR EMPLOYEES, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES AND ENDORSEMENTS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS), OR AS TO THE OPERATION, PERFORMANCE, ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS, AVAILABILITY, RELIABILITY, OR SECURITY OF THE NVENT RAYCHEM SENZ-WIFI API, NVENT RAYCHEM SENZ-WIFI DEVELOPER MATERIALS, DEVELOPER ACCOUNT, CONTENT OR ANY OTHER INFORMATION RELATED THERETO OR ANY RESULTS OBTAINED FROM THE USE THEREOF OR THAT YOU ARE ABLE TO DEVELOP, DERIVE, MANUFACTURE, SELL OR OTHERWISE DISPOSE OF PRODUCTS THAT USE THE NVENT RAYCHEM SENZ-WIFI API OR THE DEVELOPER MATERIALS OR RELATED CONTENT OR ANY MATERIALS/INFORMATION AND WITH REGARDS TO THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVENT THERMAL LLC, ITS SUBSIDIARIES AND AFFILIATES AND THEIR EMPLOYEES AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION OR SIMILAR DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE NVENT RAYCHEM SENZ-WIFI API, NVENT RAYCHEM SENZ-WIFI DEVELOPER ACCOUNT, NVENT RAYCHEM SENZ-WIFI DEVELOPER MATERIALS, OR FROM ANY SERVICES, MATERIALS, INPUTS OR INFORMATION PROVIDED UNDER THESE TERMS OR NVENT THERMAL LLC'S PERFORMANCE



OR FAILURE TO PERFORM UNDER THESE TERMS, WHETHER OR NOT NVENT THERMAL LLC HAS BEEN ADVISED OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVENT THERMAL LLC'S, ITS SUBSIDIARIES' AND AFFILIATES', AND THEIR EMPLOYEES AND LICENSOR'S ENTIRE LIABILITY FOR ANY AND ALL DIRECT DAMAGES HOWEVER CAUSED ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO FIFTY U.S. DOLLARS. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, NVENT THERMAL LLC, ITS SUBSIDIARIES' AND AFFILIATES' AND THEIR EMPLOYEES AND LICENSORS SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE AT LAW.

These terms may be amended by nVent Thermal LLC at any time, with or without prior notice. If we make any modification to the nVent Raychem SENZ-WIFI API or nVent Raychem SENZ-WIFI developer materials that affect the working of your application, you agree to make corresponding changes to your application to ensure continued service for your end users. By continuing to access or use the nVent Raychem SENZ-WIFI API, you will be deemed to have accepted such amendments.

These terms are non-assignable. If any provision of these terms is held to be invalid, illegal or unenforceable for any reason by any court or other competent body then the remaining provisions shall remain in full force and effect.

Please note that your use of the nVent Raychem SENZ-WIFI API developer materials is subject to these terms, which remain in full force and effect so long as you continue to use or access the foregoing or until terminated earlier in accordance with the provisions of these terms. Your obligations and nVent Thermal LLC's rights will survive and continue to apply even after the termination of these terms for any reason.

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.