

## HYDRO CONNECT MASTER SAAS TERMS AND CONDITIONS

THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS (THE “AGREEMENT”) ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER” OR “YOU”), REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. THIS AGREEMENT GOVERNS YOUR RIGHTS TO USE THE HYDRO CONNECT SERVICE (THE “SERVICE”) PROVIDED BY HYDRO SYSTEMS COMPANY (“HYDRO”). IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT ASSENT AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE THE SERVICES. THIS AGREEMENT IS BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER FIRST DOWNLOADS, INSTALLS, ACTIVATES OR USES THE SERVICE.

### 1. SERVICES

1.1 Performance. Subject to the terms and conditions of this Agreement, Hydro shall provide the Service to Customer, and Customer may access and use the Service, for the sole purpose of monitoring the use and efficiency of the chemical dispensing equipment with which the Service is integrated. Additionally, Customer may integrate the Service into its equipment and product offerings for resale to its customers (each, a “User”) for use by a User subject to the terms of Customer’s then current End User License Agreement (the “EULA”). Customer shall be responsible for ensuring that access to and use of the Service by Users is in accordance with the terms and conditions of this Agreement and the EULA.

1.2 Third-Party Software; Subcontracting. To the extent that the Service incorporates any third-party software licensed by Hydro, then, in addition to the terms set forth herein, Customer must comply with any additional terms, restrictions, or limitations applicable to such third-party software. Additionally, Customer acknowledges that Hydro shall have the right to subcontract performance of its hosting services, in which event the service terms provided by any third-party hosting provider (including, without limitation, any service levels that are stricter than the service levels offered by Hydro) will be incorporated herein by reference.

1.3 Security. Customer shall ensure that its Users, shall comply with all Hydro rules and regulations and security restrictions in connection with use of the Service. Each User will be assigned a unique User identification name and password for access to and use of the Service (“User ID”). Customer shall be solely responsible for ensuring the security and confidentiality of all User IDs provided to Customer. Customer acknowledges that it will be fully responsible for all liabilities incurred through use of any of its User IDs and that any transactions under its User IDs will be deemed to have been performed by Customer. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement by Customer. Customer must purchase a User ID for each unique User and acknowledges that User IDs may not be shared between Users.

1.4 Proprietary Rights. Customer acknowledges Hydro’s proprietary rights in the Service and associated documentation and shall protect the proprietary nature thereof. If Customer suggests any new features, functionality or performance for the Service that Hydro subsequently incorporates into the Service (or any other software or service), Customer hereby acknowledges that (i) Hydro shall own, and has all rights to use, such suggestions and the Service (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of Hydro; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Hydro. Customer shall not disassemble, decompile, reverse engineer, modify, transcribe, store, translate, sell, resell, lease, or otherwise transfer or distribute the Service or its associated documentation, in whole or in part, without prior authorization in writing from Hydro. In the event of any breach of this Section 1.4, Customer agrees that Hydro will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against Customer.

### 2. DATA RIGHTS

2.1 Customer Information. Customer grants to Hydro a non-exclusive license to copy, use and display any and all personally identifiable data, information or communications sent, or entered by Customer and/or Users while accessing the Service (“Customer Information”) solely to the extent necessary for Hydro to provide the Service to Customer. Customer shall own and, subject to the provisions of Section 2.3 below, retain all right, title and interest, including all intellectual property rights, in and to all Customer Information. Customer acknowledges that Hydro exercises no control whatsoever over the content of the Customer Information and it is the sole responsibility of Customer, at its own expense, to provide the information, and to ensure that the information Customer and Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. Hydro is under no obligation, however, to review Customer Information for accuracy, potential liability or for any other reason.

2.2 Data Retention. Customer agrees that Hydro’s obligation to keep or maintain any Customer Information obtained in the course of performance of the Service shall not extend beyond the expiration of fourteen (14) days following the termination of this Agreement. Hydro will provide a copy of Customer Information in the hosted format upon termination or expiration of the Agreement (at Customer’s expense), provided that Customer requests such copy, in writing, within seven (7) days following the termination of this Agreement.

2.3 Data Collection. Hydro shall have the right to utilize data capture, syndication and analysis tools, and other similar tools,

to extract, compile, synthesize, and analyze any non-personally identifiable data or information (including, without limitation, Customer Information) resulting from Customer's and User's access and use of the Service ("Blind Data"). To the extent that any Blind Data is collected by Hydro, such Blind Data shall be solely owned by Hydro and may be used by Hydro for any lawful business purpose without a duty of accounting to Customer, including, without limitation, providing Customer with the opportunity for Customer to benchmark itself against its peers, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of Customer, Hydro agrees to use commercially reasonable efforts to comply with the applicable laws and regulations respecting the dissemination and use of such Blind Data.

2.4 Privacy Policy. Hydro has reasonable security measures in place to protect personally identifiable information and sensitive data that is generated by Customers' and its Users' use of the Service and received by Hydro. While no computer system or server is completely secure, Hydro believes the measures it has implemented reduce security problems. Accordingly, Hydro's Privacy Policy attached as Exhibit B is hereby incorporated into this Agreement by reference.

2.5 Data Security. The Service is designed to be connected to and to communicate information and data via a network interface. It is Customer's sole responsibility to provide and continuously ensure a secure connection between the Service and Customer's or its User's computer and IT network or any other network (as the case may be). Customer shall ensure that its Users establish and maintain any appropriate network security measures (including, but not limited to, the installation of firewalls, installation of antivirus programs, and periodic data backups) to protect the Service and Customer's systems and network from and against any security breaches, unauthorized access, interference, intrusion or theft of data or information.

### **3. CUSTOMER OBLIGATIONS**

3.1 Assistance. Customer shall provide all reasonable assistance and cooperation requested by Hydro in connection with providing any support or troubleshooting assistance concerning the Service. Hydro reserves the right to assess additional fees for any delay caused, in whole or in part, by Customer.

3.2 Hardware. Customer shall procure, install and maintain all equipment, internet connections and other hardware (other than the hardware constituting the support center maintained at Hydro's facilities) necessary for Customer and Users to connect to and access the Service.

3.3 Conduct. Customer agrees not to: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Service or any Service related documentation; (ii) upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Service or another's computer; (iii) use the Service for illegal purposes; (iv) interfere or disrupt networks connected to the Service; (v) upload, post, promote or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (vi) upload amounts of data and/or materials in excess of any limits specified by Hydro from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Services; or (vii) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability. Hydro may take whatever remedial action it determines in its sole discretion is appropriate if Customer violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service.

3.4 Compliance with Legal Requirements. Customer agrees to:

(a) Obtain all requisite written consents and authorizations necessary to provide or otherwise process any data and content through the Service and User represents and warrants that all such required consents and authorizations have been obtained;

(b) Submit accurate, complete and up-to-date information at all times in accessing and using the Service;

(c) Maintain all licenses and permits required to conduct User's business and to immediately notify Hydro if any license or permit is (or is threatened to be) subject to discipline or is revoked, terminated or otherwise restricted in any way; and

(d) Maintain complete and accurate records of User's compliance with the obligations set forth in this Agreement. During User's use of the Service and for a period of one (1) year thereafter, Hydro shall, upon its reasonable request, be given access to all of User's records, documentation, files and inventory pertaining to User's use of the Program for auditing purposes and to determine User's compliance with this Agreement.

3.5 Indemnification by Customer. Customer hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Hydro and its officers, directors, employees, and agents (the "Hydro Indemnitees") from and against any and all claims, liabilities, losses, costs, damages, and/or expenses of any kind whatsoever (including reasonable attorney's fees) that Hydro Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with (i) Customer's non-compliance with law; (ii) its use of the Service (other than for claims of infringement for which Hydro owes Customer an obligation of indemnification pursuant to Section 6.1 below); and (iii) its management of its Service user accounts,

failure to deactivate such Service user accounts, or failure to notify Hydro to deactivate such Service user accounts. This Section shall survive the termination or expiration of this Agreement.

#### **4. FEES AND PAYMENTS**

4.1 **Fees.** Customer will pay all applicable fees related to its use of the Service promptly upon receipt of invoice from Hydro unless otherwise agreed to by Hydro in writing. All fees are non-refundable and non-returnable. The parties specifically intend that no part of any consideration or obligations hereunder is a prohibited act intended for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

4.2 **Payments.** All payments due to Hydro hereunder shall be made in United States Dollars, Euros, or Thai Bhat, as quoted by Hydro depending on the geographical region where the Customer utilizes the Service. All payments not made when due shall be subject to late charges of the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount; or (ii) the maximum amount permitted under applicable law. Customer shall reimburse Hydro for all fees and expenses, including reasonable attorneys' fees, Hydro incurs to collect, or attempt to collect, amounts owed by Customer to Hydro.

4.3 **Taxes.** Customer shall pay all sales, VAT, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Hydro's net income, unless Customer is exempt from the payment of such taxes and timely provides Hydro with evidence of such exemption.

#### **5. WARRANTY; DISCLAIMERS**

5.1 **Limited Warranty.** Hydro shall perform the Services in accordance with its then current service levels for the Service, which may be updated from time to time. Exhibit A contains a copy of Hydro's service levels as of the date of this Agreement, but which may be updated by Hydro from time to time.

5.2 **Disclaimers.** EXCEPT FOR THE LIMITED SERVICE LEVEL WARRANTY SET FORTH ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. HYDRO MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY MERCHANTABILITY, OR NONINFRINGEMENT. HYDRO DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

#### **6. INFRINGEMENT AND INDEMNIFICATION**

6.1 **Infringement Indemnity.** Hydro will defend and indemnify Customer against third-party claims that the Service used by Customer in accordance with this Agreement infringes or misappropriates the third-party's intellectual property rights, provided that: (a) Customer agrees to notify Hydro promptly in writing of Customer's knowledge of a claim; (b) Hydro has sole control of the defense and all related settlement negotiations; and (c) Customer shall provide Hydro with the assistance, information, and authority reasonably necessary to perform such defense. Hydro shall have no liability for any claim of infringement resulting from: (i) Customer's alteration or modifications of the Service without Hydro's prior written approval (ii) Customer Information; or (iii) the combination or use of the Service with software, data, or material not furnished by Hydro.

6.2 **Mitigation/Termination.** In the event that some or all of the Service is held or is reasonably believed by Hydro to infringe the rights of a third-party, Hydro shall have the option, at its expense, to: (i) modify the Service to make it non-infringing; or (ii) obtain a license that permits Customer to continue using the Service. If neither of such options can be exercised by Hydro on a commercially reasonable basis and the infringing materials materially affect the Service or the ability of Hydro to meet its obligations under this Agreement, then Hydro may terminate this Agreement.

6.3 **Exclusive Remedy.** This Section 6 states Hydro's entire liability and exclusive remedy for infringement of third-party intellectual property rights.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL HYDRO BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR INTERFERENCE, OR INABILITY TO USE OR INTERFERENCE WITH USE OF SERVICE) REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HYDRO'S TOTAL LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES EXCEED THE AMOUNTS PAID BY CUSTOMER TO HYDRO IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO A CLAIM ARISING HEREUNDER.

#### **8. TERM; TERMINATION**

8.1 **Termination by Hydro for Material Breach.** Either party may terminate this Agreement if the other party is in material breach hereunder and has not cured the breach within thirty (30) days after written notice specifying the breach.

8.2 **Automatic Termination.** This Agreement, and all rights and obligations hereunder, shall automatically terminate in the event

that Customer breaches any of its obligations under Sections 1.4 or 3.3.

8.3 Termination upon Insolvency. This Agreement may be terminated by a party immediately and without notice in the event the other party: (i) becomes unable to pay its debts generally as they become due, (ii) makes a general assignment for the benefit of creditors, (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it, (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (v) seeks or consents to reorganization under any bankruptcy act, or (vi) ceases to do business itself or through a successor.

8.4 Modification of Cessation of Services. Hydro may terminate this Agreement, at any time, in the event that Hydro ceases to provide the Services.

8.5 Effect of Termination. Upon termination of the Agreement for any reason, Customer's right to use the Service shall immediately cease. Following the expiration or termination of this Agreement, Hydro may continue to provide the Service to Users (other than Customer) pursuant to Hydro's EULA and Customer shall cooperate with Hydro with the transition thereof. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date. Termination shall not affect the obligations of the Parties under Sections 1.3, 1.4, 2.2, 2.3, 2.5, 3.3, 3.4, 3.5, 4, 5, 7, 8.5, 9, and 10.

## **9. CONFIDENTIAL INFORMATION**

9.1 Definition. "Confidential Information" means the Service, its associated documentation, Hydro's pricing for the Service, and other information disclosed by Hydro or Customer under this Agreement that is designated as confidential or that by its nature would reasonably be expected to be kept confidential.

9.2 Exclusions. Notwithstanding the previous paragraph, Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of Customer or Hydro; or (ii) was in the lawful possession of Customer or Hydro prior to its disclosure and had not been obtained by such party directly or indirectly from the other party; or (iii) is lawfully disclosed to Customer or Hydro by a third-party not bound by a duty of non-disclosure; or (d) is independently developed by Customer or Hydro without access to or use of the Confidential Information.

9.3 Nondisclosure. Customer and Hydro agree to hold the Confidential Information of the other party in confidence. Customer and Hydro agrees not to make the Confidential Information available a third-party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. Notwithstanding the foregoing, Hydro shall be entitled to share Customer's Confidential Information with Hydro's affiliates, directors, officers, employees, agents, and professional advisors in order to provide the Services described in this Agreement. Customer and Hydro each agree to use the same degree of care that each uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed in violation of the provisions of this Agreement.

9.4 Required Disclosure. Notwithstanding the foregoing, Customer and Hydro may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that Customer or Hydro, as applicable, provides to the other party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

9.5 Termination/Expiration. After termination or expiration of this Agreement, and except as stated in Section 2.3 above, Customer and Hydro shall return to the other party any Confidential Information in the possession or control of each party.

## **10. MISCELLANEOUS**

10.1 Relationship Between the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties; nor will either party hold itself out as an agent, partner, or joint venture party of the other party.

10.2 Compliance with Law. Each party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

10.3 Notice. Whenever notice is required to be given under this Agreement, such notice shall be in writing and shall be addressed to the recipient at the Notice Address of such party, or to such other address as the addressee shall have last furnished in writing to addressor.

10.4 Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both Parties.

10.5 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

11.0 Assignment. Customer may not assign or delegate any of its rights, interest or obligations hereunder, whether by operation

of law or otherwise, without the prior written consent of Hydro. The sale of a controlling interest in Customer through a single transaction or a series of transactions shall be deemed an assignment hereunder for which Hydro's consent is required. Hydro may assign and delegate this Agreement to successors in the event of a merger, acquisition or other change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.7. Governing Law. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of Illinois without regard to the conflict of law provisions thereof. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the State of Illinois in the County of Cook.

10.8. Force Majeure. Hydro shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, epidemics, pandemics or other similar or dissimilar causes beyond Hydro's control. Customer acknowledges that the performance of certain Hydro obligations may require the cooperation of third parties designated by Customer and outside the control of Hydro. In the event such third parties fail to cooperate with Hydro in a manner that reasonably permits Hydro to perform its obligations, such failures shall be considered as causes beyond the control of Hydro for the purposes of this Section and shall not be the basis for a determination that Hydro is in breach of any of its obligations under this Agreement or is otherwise liable. Either party may terminate at its option this Agreement if any such situation continues for thirty (30) days and prevents the continued performance of this Agreement by the other party.

10.9 Entire Agreement. This Agreement and the Exhibits referenced herein shall constitute the complete agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of any purchase order or similar instrument of Customer shall be superseded by the terms and conditions of this Agreement to the extent that such terms may be in conflict.

## EXHIBIT A – SERVICE LEVEL ADDENDUM

This Service Level Exhibit sets forth the operational standards, support, and response standards provided by Hydro with respect to the Service. Hydro may modify this Service Level Exhibit upon thirty (30) days' prior written notice.

### **1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE**

**1.1 Availability.** Hydro will maintain the availability of the Service at least 99% of time during each month (as determined on a monthly average), excluding (i) Hydro's scheduled maintenance periods set forth in Section 1.2 of this Service Level Exhibit, (ii) any Service unavailability because of Customer's software, hardware, or network connectivity, (iii) any disruption of third-party services reasonably necessary for Hydro to fully provide the Services; (iv) any internet outages; (v) any force majeure event or other event beyond Hydro's control; (vi) any Service unavailability caused by Customer data usage; or (vii) Customer's usage of Service alarms or notifications that result in a substantial increase in Customer's data usage.

**1.2 Scheduled Maintenance.** If necessary, Hydro may take the Services offline for maintenance during the following times:

- WEEKLY MAINTENANCE: Monday – Friday from 21:00 ET (night before) – 07:00 ET
- WEEKEND MAINTENANCE: Friday 21:00 ET – Monday 07:00 ET

**1.3 Unscheduled Maintenance.** If the Service becomes unavailable and requires unscheduled maintenance, Hydro shall attempt to post a notice of the unscheduled maintenance on the web pages available to Customer.

### **2. RESPONSE STANDARDS**

**2.1 Support Response Times.** Hydro's telephone and email support representative(s) shall be available to receive Customer's telephone calls between the hours of 9am-7pm (ET) Monday through Friday, excluding public holidays. Hydro will respond to requests for support as provided below:

<u>Severity Level</u>	<u>Initial Response Time</u>	<u>Support Obligation</u>
<b>Critical</b> - (Any issue with the Service that arises during a video shoot that disrupts the Service)	Within 1 hour (during business hours) of initial notification by Customer to initiate problem determination	Continuous good faith efforts (during business hours) until the problem is resolved or a reasonable work-around is achieved
<b>Non-Critical</b> - (Any issue with the Service other than a Critical issue)	Within 8 hours (during business hours) of initial notification by Customer to initiate problem determination	Reasonable efforts to correct the reported error (during business hours).

**3. LIMITATIONS.** Except as set forth in this Agreement, the support services do not include: (i) visits to Customer's site or (ii) any services for any third-party equipment or software. In addition, Hydro has no obligation to correct any error resulting from a failure by Customer to implement any software modification or upgrade recommended by Hydro.

## **EXHIBIT B – PRIVACY POLICY**

*Effective Date: February 24, 2020*

Hydro Systems Company (“Hydro”) respects your individual privacy. This Privacy Policy puts you in control of how your personal information is used at Hydro, including in connection with our global websites including, [www.hydro-systemsco.com](http://www.hydro-systemsco.com), [www.hydro-systemseurope.com](http://www.hydro-systemseurope.com), and [www.hydroconnect.com](http://www.hydroconnect.com) (“Hydro Web Site”). This Privacy Policy describes how we collect, use, and share personal information we obtain off and online.

If you need a copy of this Privacy Policy in an alternative accessible format, please contact at us at [customerservice@hydro-systemsco.com](mailto:customerservice@hydro-systemsco.com) or you can call us at 1-800-543-7184.

If you are an employee of Hydro or a Hydro Affiliate, you should refer to the Employee Privacy Notice provided by your employer.

This Privacy Policy is complemented by our Terms of Use available at <http://www.hydro-systemsco.com> and <http://www.hydro-systemseurope.com/>.

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### **1. WHO WE ARE AND CONTACT DETAILS**

This is the website of:

Hydro Systems Company  
3798 Round Bottom Road  
Cincinnati, OH 45244

You can contact us via e-mail at: [customerservice@hydro-systemsco.com](mailto:customerservice@hydro-systemsco.com) or you can call us at 1-800-543-7184.

### **2. WHAT PERSONAL INFORMATION WE COLLECT**

We are a business facing company and collect the following information about our business contacts depending on the manner in which they interact with Hydro, including through the Hydro Web Site or any other Hydro online services:

- (i) Contact information – that is, information such as your full name, email address, mailing address, telephone number and information about your query;
- (ii) Online identifiers, such as information about the device you use to access the Hydro Web Site (e.g. IP address), and information about how you interact with our sites and services.

### **3. WHAT WE DO WITH THE PERSONAL INFORMATION WE GATHER**

We use the personal information we gather about you for the following purposes:

- (i) to understand your needs, provide you with a better service, and respond to your inquiries;
- (ii) Subject to the provisions below, we will also use your personal information for other marketing-related purposes;
- (iii) To improve the products and services offered through the Hydro Web Site;
- (iv) To measure the number of visitors to the Hydro Web Site and the areas of the Web Site that are of most interest to visitors and to customize the Hydro Web Site; and
- (v) To determine who and where to send Hydro Connect communications, such as mobile alerts, account information, and system downtime notifications

We do not use the personal information that you provide through the Hydro Web Site to make automated decisions about you.

To the extent permitted by applicable law, Hydro may also use your personal information as we believe to be necessary or appropriate:

- (a) under applicable law, including laws outside your country of residence;
- (b) to comply with legal process;
- (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence;
- (d) to enforce our terms and conditions;
- (e) to protect our operations or those of any of our affiliates;
- (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and
- (g) to allow us to pursue available remedies or limit the damages that we may sustain.

### **4. MARKETING**

Where required by local law, we will obtain your prior consent:

- a. in order to send you marketing communications about Hydro;
- b. in order to provide your personal information to Hydro Affiliates for their marketing purposes; and
- c. in order to provide your personal information to third parties and other partners for joint marketing efforts or their own marketing efforts.

Please note that you always have the right to withdraw your consent.

Otherwise we may contact you by email, phone, fax, mail, or other means unless you direct us not to do so.

We may use your personal information for our own marketing purposes, including, but not limited to notifying you of new services, offers or other information via mail, email, telephone, text message, and other means.

If you do not want us to use your personal information for marketing purposes or to provide your personal information to Hydro Affiliates or to third parties for their marketing purposes, you may opt-out of such uses by notifying us in accordance with the procedure set forth below under the heading, "Rights to your Personal Information."

### **5. DATA SHARING**



We may share your personal information with our affiliates (i.e., affiliated businesses and operating companies within Dover) (collectively, "Hydro Affiliates") in pursuance of the business and commercial purposes set out in section 3 above.

We may share your personal information with third party service providers (including contractors who provide services to us) to assist with any of the uses of personal information described above. For example, we may share and/or provide your personal information with/to third parties that assist with the operation, administration, or maintenance of the Hydro Web Site or for pre-employment screening.

We may also disclose your personal information to third parties if disclosure is required to comply with applicable laws or regulations; comply with legal process or a court order; to respond to requests from public and government authorities; or if disclosure is necessary to enforce our Privacy Policy and/or Terms of Use; to protect your safety or security; to protect our rights, the safety and security of our site and property or that of Hydro Affiliates or third parties; to allow us to pursue available remedies or limit the damages we may sustain.

We do not sell personal information to third parties. However, we may share or transfer your personal information to a third party if Hydro enters into, or is involved in, a business transaction such as a merger, acquisition, reorganization, or sale of some or all its assets.

## **6. LAWFUL BASES**

Under the laws in the EU, we are required to identify the lawful bases for which we use your personal information. These are:

- a. Legitimate Interest – we have a legitimate interest in contacting you where you provide us with your details, to manage our relationship with you and to monitor and improve the use of the Hydro Web Site and to send you marketing
- b. Consent – where we are required by local law to collect consent in order to send you marketing communications
- c. Compliance with a legal obligation – where we are required to collect and disclose your personal information because we are subject to a legal or regulatory obligation

We do not intend to collect any sensitive personal information (which is defined under EU law to include, for example, personal information on ethnicity, racial origin and health) through the Hydro Web Site.

Where we rely on the legitimate interest lawful basis to use your personal information, you always have the right to object to such use by contacting us using the details above.

Where we rely on your consent to use your personal information, you always have the right to withdraw your consent at any time by contacting us using the details above.

## **7. SECURITY AND CONFIDENTIALITY**

We are committed to ensuring that your personal information is secure. In order to prevent unauthorized access or disclosure, we have put in place reasonable security procedures and practices appropriate to the nature of the information, including physical, electronic, and managerial procedures to safeguard and secure the personal information we collect online. However, we are not able to guarantee the confidentiality of non-confidential data such as feedback, questions, comments or ideas that you voluntarily provide to us (e.g., via the "Contact" tab or similar features on the Hydro Web Site). We reserve the right to use and disclose such non-confidential information as we deem appropriate in compliance with applicable law.

## **8. HOW LONG WILL WE HOLD YOUR PERSONAL INFORMATION**

We will retain your personal information for as long as:

- a. we have a relationship with you;
- b. we are required by law; or
- c. we need to in order to protect ourselves as a business or protect any other third party.

If you have any questions about our retention policy please contact us using the details set out above.

## 9. TRANSFERS OF PERSONAL INFORMATION

As a global organization, we will transfer your personal information across borders. Hydro is based in the United States although our Hydro Affiliates are located in countries worldwide. Where a transfer of personal information across borders is required to comply with applicable laws, we will implement appropriate or suitable safeguards (such as EU Commission approved Standard Contractual Clauses) to protect that personal information. Please contact us using our details above should you require further information.

## 10. LINKS TO OTHER WEB SITES

The Hydro Web Site may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other web site. Therefore, we cannot be responsible for the protection and privacy of any personal information which you provide whilst visiting such sites and such sites are not governed by this Privacy Policy. You should exercise caution and look at the privacy statement applicable to the web site in question.

## 11. RIGHTS RELATED TO YOUR PERSONAL INFORMATION

Under certain laws, you have the right to seek information about or access to your personal information, seek rectification or erasure of your personal information, restrict certain uses or disclosures of your personal information, object to our use or request data portability. Please contact us if you wish to exercise any of these rights.

In any event, you can always ask us for more information about the people who will be able to see and access your personal information.

You may choose to restrict the collection or use of your personal information by us by emailing us at [customerservice@hydrosystemsco.com](mailto:customerservice@hydrosystemsco.com). This includes where you:

- a. have previously not objected to us using your personal information for our direct marketing purposes but now wish to opt-out of receiving future marketing emails from us;
- b. want to opt-out of any new uses of personal information permitted by this Privacy Policy caused by changes in our information practices;
- c. do not want us to share your personal information with Hydro Affiliates and/or our business (and other) partners for marketing purposes;
- d. believe that personal information we are holding on you is incorrect or incomplete so that we can consider your concern and, where appropriate, we will promptly correct any personal information found to be incorrect. Or, you may contact us if you wish to review or change your personal Information by using the “Contact” tab on our home page; and
- e. do not want to be contacted by us in the future (unless you initiate the contact).

You may also write to us at the above address (located at the beginning of this Privacy Policy) or call us at 1-800-543-7184.

From time to time, we may wish to use your personal information collected through the Hydro Web Site for new purposes. If the new purpose is incompatible with the purposes stated above, we will take reasonable steps to notify you of the new purpose.

## 12. PERSONS UNDER 18

We do not knowingly collect or allow the collection of personal information from persons under the age of 18. If you are the parent or guardian of a person under the age of 18 and believe that the person has provided personal information to us, please contact us at [customerservice@hydrosystemsco.com](mailto:customerservice@hydrosystemsco.com).

## 13. COOKIES

When you visit the Hydro Web Site, we may use certain functional “cookies” and similar technologies to help us recognize and serve you better. Cookies are small files that contain information sent by a web site that is saved on your computer’s hard drive. You may delete cookies from your computer or set your browser to reject cookies. However, doing so may limit some

functionalities of our site. Please see our Cookies Policy for more information about our use of these technologies on the Hydro Web Site.

#### **14. ANY CONCERNS?**

If you have any questions, comments, concerns or complaints about this policy or our use of your personal information, please contact us using the contact details set out above.

You also have a right to complain to your local data protection regulator.