

Terms of Service Exhibit 1 – Paid and Subscription Services

This Paid and Subscription Services Terms Exhibit (the “Exhibit”) describe the terms and conditions under which (as applicable) the White-Rodgers or Residential Solutions divisions of Emerson Electric Co. or Verdant Environmental Technologies, Inc. or any of their respective affiliates, each individually, not jointly (“Emerson”) will charge and/or bill you (“you” or “your” or “Customer” or “Additional User”), for use of additional, optional, add-on services or features, including, but not limited only to, Sensi Service Subscriptions and Verdant EI (the “Paid Service”) provided by Emerson. This Exhibit becomes part of the relevant Terms of Service (available at <https://www.verdant.co/terms-and-conditions> and <https://sensi.emerson.com/en-us/legal>), incorporated into this Exhibit by this reference.

1. **Charges, Fees, and Taxes That You Must Pay:** You agree to pay all charges associated with the Paid Service, including, but not limited to, monthly service charges, premium service charges, applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Paid Service. YOU ARE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. We may change our prices, fees, the Paid Service, and/or the terms and conditions of contained or incorporated herein in the future. We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.
2. **How We Will Bill You:** Except if you enrolled in services as part of a promotional program that does not require a term commitment, Paid Services are provided under an initial term (“Initial Service Term”), after which it will be provided to you on a month-to-month or annual basis. You will generally be billed in advance for recurring service charges and fees, including during the Initial Service Term. IN ADDITION, UNLESS OTHERWISE SPECIFIED BY EMERSON, YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL OR ACTIVATE ANY OR ALL OF THE PAID SERVICES, THE FIRST SERVICE CHARGES, AND ANY DEPOSITS. Your first bill may include recurring charges for the next billing cycle and charges for non-recurring charges for any non-recurring services you have received. If you make partial payments of any bill, Emerson will apply the payment to the outstanding charges in the amounts and proportions that it determines. However, Emerson does not waive its rights to collect the full balance owed to it by accepting partial payment. If you have pre-paid for a term service purchase from an authorized re-seller (“Pre-Paid Term”), you will not be billed for recurring service charges and fees, except if you choose to add premium services. You may receive a bill from Emerson directly if the authorized re-seller from whom you purchased the Pre-Paid Term elects for Emerson to bill you directly. At the end of the Pre-Paid Term, we will provide Paid Service to you on a month-to-month or annual basis (based on the nature of the Paid Service) unless you provide us with notice prior to the end of the Pre-Paid Term that you terminate your Paid Services. PAID SERVICES AUTOMATICALLY RENEW UNTIL CANCELLED BY YOU.
3. **Third-Party Charges That Are Your Responsibility:** If you sign up for a Paid Service with a third-party or contractor, terms of that relationship are between you and the third-party and not with Emerson. You acknowledge that you may incur charges with third-party service providers that are separate and apart from the amounts charged by Emerson. These may include charges resulting from accessing the Internet, purchasing or subscribing to other offerings via the Internet, or purchasing equipment for use with or recommended by the Paid Service. You are solely responsible for all charges payable to third parties, including all applicable taxes.
4. **Payment by Credit Card:** Emerson will charge your selected payment method (such as your credit card, debit card, gift card/code, or other method available in your Home Country) for any Paid Service, including any applicable taxes. If Emerson cannot charge your selected payment method for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and we will attempt to charge the payment method again as you may update your payment method information. If you use a credit card to pay for the Paid Service, which use is governed by the card issuer agreement for that credit card, you must refer to that agreement for your rights and liabilities as a cardholder. You must be authorized to use the payment method that you enter when you create a billing account. You authorize Emerson to charge you using your payment method and for any paid feature that you choose to sign up for or use while this Exhibit is in force. Emerson may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Paid Services. You must keep all information in your billing account current. Any notice by you to Emerson will not affect charges we submit to your billing account before we reasonably could act on your request.
5. **Our Remedies if You Pay Late or Fail to Pay:**
 - a. **Late or Non-Payments:** You may be billed fees, charges, and assessments related to late payments or non-payments if for any reason (i) we do not receive from you any required payment for the Paid Service by the payment due date or (ii) you pay less than the full amount due for the Paid Service.
 - b. **Fees Not Considered Interest or Penalties:** Emerson does not anticipate that you will fail to pay for the Paid Service on a timely basis and does not extend credit to customers. Any fees, charges, and assessments due to late payment or non-payment are not interest, credit service charges, finance charges, or penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Paid Service on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
 - c. **Collection Costs:** If we are required to use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and mediation or court costs.
 - d. **Suspension/Disconnect/Reconnection:** If you fail to pay the full amount due for any or all of the Paid Service, Emerson, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all the Paid Service you receive. Should you wish to resume a Paid Service after any suspension, we may require you to pay a reconnection fee. Should you wish to reinstate any or all Paid Service after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Exhibit, and applicable law.
 - e. **Your Responsibilities Concerning Billing Questions:** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us prior to the end of the billing period. You waive any disputes or credits that you do not report within that time.
6. **Defined Terms:** All terms used in this Exhibit and not otherwise defined shall have the meanings given to such terms in the Terms of Service referenced above.

Revised: 1/22/2021