



ripples

TERMS AND CONDITIONS

These terms and conditions ("**T&C**") shall be deemed an exclusive and binding agreement with respect to the sale by Ripples Ltd. ("**Ripples**") to you of the products listed in the attached quote (the "**Ripple Maker**"), the supply of Ripple Pods and use of any designs provided by Ripples (the "**Designs**"). By purchasing the Ripple Maker, you (either individually or on behalf of the entity or company that you represent) are accepting and agreeing to be unconditionally bound by these T&C.

1. **PURCHASE ORDERS; TERMS OF USE.** Placing a written purchase order or submitting a signed quote provided by Ripples for the purchase of a Ripple Maker (each, a "**Purchase Order**") shall constitute an offer to purchase the Ripple Maker from Ripples. Ripples shall use reasonable commercial efforts (but shall not be obligated) to accept each Purchase Order within 5 business days following the receipt of such Purchase Order. Use of the Designs and/or of the App is subject to these T&C and the Terms of Use and Privacy Policy that can be found at www.coffeeripples.com/terms-of-use (collectively the "**Terms of Use**"). As a condition to the purchase, you represent that you are a business with one or several permanent addresses (one address for each Product) where you sell beverages for which you charge customers for each unit (i.e. drink) sold, a company which carries out events or the like ("**Business Activity**"). For the avoidance of doubt, the sale of the Ripple Maker does not include the sale of any Design or of the software embedded in the Ripple Maker.

2. **DELIVERY; TITLE.** All accepted Purchase Order must be paid in full, including shipping and other delivery fees, prior to delivery by Ripples. Delivery of Ripple Makers is Ex-works (Incoterms 2010) to the delivery center specified in the Purchase Order. Ripples reserves the right to suspend delivery and performance until full payment is received. Upon delivery, title and risk to the Ripple Maker and/or Ripple Pods as applicable, shall pass from Ripples to you.

3. **ACCEPTANCE UPON DELIVERY.** You must inspect the Ripple Maker and any accessories and notify Ripples within 14 days of delivery in writing or by contacting us at support@drinkripples.com, if the Ripple Maker is defective or does not conform to its specifications in the Purchase Order ("**DOA**"). If not, you will be considered to have accepted the Ripple Maker and its accessories. If the Ripple Maker is DOA, we shall offer a repair, replacement or refund as appropriate,

provided that: (i) the Ripple Maker must have been purchased directly from Ripples and/or an authorized reseller of Ripples; (ii) the Ripple Maker must be in brand new condition with original packaging and accessories (noting that you will not be entitled to the return of or refunds for parts or accessories); and (iii) you obtained a return authority number which is valid for 14 calendar days from issuance. The foregoing does not affect your statutory rights, if any. Ripples shall not be responsible for a Ripple Maker that is lost or damaged without following Ripples' return process and without obtaining a valid return authority number.

4. **TAXES.** Purchase Orders do not include any taxes (including but not limited to state and/or local sales taxes, or any tax withholdings) or other applicable government charge or assessment upon the sale, shipment, production or use of Ripple Makers and/or Ripple Pods and/or services ordered by you. You shall be solely responsible for, and shall pay to Ripples upon demand, any such tax, charge or assessment (other than any such tax on or measured by Ripples' income).

5. **RIGHT TO USE.** Subject to compliance with the Terms of Use and subject to you holding a valid Annual Services Plan (as defined below), Ripples grants you a non-exclusive, non-transferable non-assignable right to use the Ripple Maker and Designs for commercial use for the sole purpose of printing a specific design, illustration, words or series of words on beverage foam, using the Ripple Pods, exclusively in the address or addresses where you conduct your Business Activity and provided by you on the Purchase Order. In order to assure continuity of service, the delivery of Ripple Pods and effective warranty, any address change must be coordinated and approved by us unless you hold a valid Mobility Plan, in which case an address change may be made via Ripples' portal without requiring our approval. You shall use your best effort to ensure that the Ripple Maker is connected to the Internet at all times, and at least every 7 calendar days. Following such time the

Ripple Maker will suspend Service until it is connected to the Internet.

6. **ANNUAL SERVICES PLANS.** There are three types of service plans to which you may subscribe: Basic Plan, Enhanced Plan and Mobility Plan (each, an "**Annual Services Plan**"). Any use of the Ripple Maker is conditioned upon you holding a valid, nonrefundable and paid-up subscription to one of these Annual Services Plans, including the services set forth in the Purchase Order. Enhanced Plans and Mobility Plans must be purchased as part of your original Purchase Order and may not be purchased or swapped with a Basic Plan at a later date without Ripples' approval and inspection of the Ripple Maker. The Annual Services Plan automatically renews upon the first year anniversary of your purchase and on a yearly basis thereafter. The fees and payment terms for your Annual Services Plan are detailed in your Purchase Order. Please note that the fees may be increased annually, all as detailed in your Purchase Order. If you wish to terminate your Annual Services Plan (**thereby terminating your right to use the Ripple Makers and Designs**), please send a notice of non-renewal to support@drinkripples.com at least 30 days prior to the expiration of the current subscription term.

7. **Ripple Proprietary Ink.** The Ripple Maker may only be used with Ripple Pods (our special food cartridges) provided by us or any of our authorized resellers. You may not refill the Ripple Pods, obtain or acquire Ripple Pods from other third parties or resell the Ripple Pods (whether acquired through a Ripple Prints Package or Pods on Demand). Ripples Pods may only be obtained by either: (a) purchasing one of the several Ripple Prints subscription packages offered by us ("**Ripple Prints Packages**"), or (b) ordering Ripple Pods directly from us or from one of our authorized resellers ("**Pods on Demand**") as further described below:

7.1. **Ripple Prints Package** offer a certain amount of prints ("**Ripple Prints**") depending on the package to which you subscribed to. Ripples will monitor your use of Ripple Prints and send you Ripples Pods as needed based on your regular monthly usage. Ripples shall endeavor to ensure that you do not run out of Ripple Prints for more than 5 consecutive days, provided that you give Ripples reasonable notice of any expected peak in the usage of Ripple Prints (e.g. upcoming event, etc.). Special requests (e.g. high number of Ripple Pods prior to an event, etc.) can be made to support@drinkripples.com and Ripples shall endeavor to fulfill such request provided that your request does not exceed your Ripples Prints Package. Should you have requested the non-renewal of the Annual Services Plan and/or not paid the Annual Services Plan fees, any remaining Ripples Prints shall be suspended until the renewal and/or payment of the Annual Services Plan. **Ripple Prints that have not been used by the end of the Ripples Prints Packages subscription period (in accordance with your**

specific Ripples Prints Packages) shall be forfeited and may not be redeemed.

7.2. **Pods on Demand** may be ordered at by contacting Ripples at support@drinkripples.com and may be subject to minimum quantity requirements (as detailed in your Pods on Demand Purchase Order). No warranties are made with regards to the number of Ripple Prints which a single Ripple Pod can produce (the actual amount will depend on various factors including but not limited to the design and amount of ink needed for each Ripple Prints, your proper storage and preservation of the Ripple Pod and the Ripple Maker and your connection to electricity and internet). Ripple Pods must be used within the expiration and consumption date written on the package.

8. **OWNERSHIP; IP RIGHTS.** Your purchase, possession, use or any other right provided to you by Ripples regarding the Ripple Maker, Ripple Pods, the Annual Services Plan, the App and any software(s) embedded therein, does not convey any title, right or interest in and to any intellectual property rights, including under patent, mask work rights, copyright and trade secrets, and all service marks, trademarks, trade names, Designs and other designations associated with the Ripple Maker and/or the Ripple Pods and all of the related documentation (the "**Documentation**"), nor in any designs, engineering details and other data pertaining to the Ripple Maker, Ripple Pods and Documentation (collectively, "**IP Rights**"), all of which remain the sole ownership of Ripples and its licensors, except for rights as expressly set forth in these T&C. Additionally, you may not copy the Documentation, unless otherwise expressly provided in the T&C or by Ripples' prior written consent.

9. **RESTRICTIONS.** Except as expressly and unambiguously permitted by the Terms of Use, you may not, nor permit anyone else to, directly or indirectly: (a) use the Ripple Maker, or any component thereof (including for the avoidance of doubt, Ripple Pods), except as provided in accordance with Terms of Use; (b) (i) sell, resell, rent, lease, sublicense, or use the Ripple Maker and/or Ripple Pods for timesharing or service bureau purposes; except for secondhand sale of the Ripple Maker to entities with Business Activity which (A) shall agree in writing to adhere to these Terms of Use, (B) receives Ripples consent for such transfer, and (C) pays a license transfer fee; or (ii) transfer, assign, or pledge your rights under the Terms of Use, without obtaining the prior written consent of Ripples; (c) use the Ripple Maker with any accessories not supplied or approved by Ripples; (d) dismantle, decompose or modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the structure, sequence and organization of the Ripple Maker, Ripple Pods or any portion thereof or any software provided by Ripples (except where the foregoing is required by applicable local law, and then only to the extent so permitted); (e) copy, modify or distribute copies of the Designs or software embedded in the

Ripple Maker or any software provided by Ripples; (f) unless specifically approved in advance by Ripples, use the Ripple Maker or any design to promote any third party (g) engage in the development, making or distribution of any product similar to the Ripple Maker, Ripple Pods or any software used therein (h) operate or make use of the Ripple Maker, Ripple Pods or any software used therein in any way violative of applicable laws and regulations; (i) take or permit any other action which could impair Ripples' rights, or damage the image or reputation of quality inherent in the Ripple Maker and/or Ripple Pods, Ripples' business, reputation, intellectual property or other valuable assets or rights; (j) Use the Ripple Maker and/or Ripple Pods in conjunction with any design or other product that you do not hold the right to use. Without derogating from the foregoing, you must maintain all copyright and any other notices on the Ripple Maker, Ripple Pods, the software provided by Ripples and Documentation, including without limitation, any terms and conditions of use applicable to end users.

10. **INDEMNIFICATION.** Ripples will defend, hold harmless and indemnify you from and against all claims, suits, damages, expenses and liabilities (including reasonable attorney's fees), incurred by you solely as a result of any infringement by an unaltered Ripple Maker, Ripple Pod or Design (excluding any designs not provided by Ripples) of an Israeli patent, copyright, trade secret, trademark, mask work right or other proprietary right(s) in Israel of a third party; provided, that Ripples is promptly notified in writing, rendered reasonable assistance by you, and is granted sole authority, to defend such allegations or settle such claim. Without derogating from the foregoing, if such a claim is made, Ripples may, at its own expense: (i) obtain for you the right to continue to use the Ripple Maker, Ripple Pod or Design in accordance with the Terms of Use; (ii) modify the Ripple Maker, Ripple Pod or Design so it is non-infringing and in compliance with the Terms of Use; (iii) replace the Ripple Maker, Ripple Pod or Design with non-infringing product that substantially complies with the Terms of Use; or (iv) if the foregoing are not reasonably possible, accept the return of the infringing Ripple Maker, Ripple Pod or Design and refund the applicable amount paid. Notwithstanding any of the provisions of the Terms of Use to the contrary, the provisions of this Section shall constitute your sole remedy with respect to any intellectual property infringement claim, suit, damage, expense and liability. For the purposes of this Section, the term "Product" and/or "Ripple Pod" shall not include third party intellectual property rights included in the Ripple Maker and/or Ripple Pod.

You will defend, hold harmless and indemnify Ripples, its employees, officers, directors, agents and affiliates (each one, an "Indemnatee") from and against all claims, suits, damages, expenses and liabilities (including reasonable attorney's fees), incurred by an Indemnatee in connection with any suit, claim or

action made by any third party in connection with (i) your breach of the Terms of Use (ii) any design not provided by Ripples or (ii) any unreasonable use of the Ripple Maker and/or Ripple Pod.

11. **LIMITED WARRANTY AND WARRANTY DISCLAIMERS.** Ripples warrants only that the Ripple Maker and/or the Ripple Pod will be free from material defects in material and workmanship and perform substantially in accordance with the Documentation for a period of (i) regarding the Ripple Maker, twelve (12) months, and (ii) regarding the Ripple Pods, three (3) months after Delivery, but in no event following the expiration and/or consumption date as written on the package (collectively, the "**Warranty Period**"). The Enhanced Plan and Mobility Plan offer extended warranty periods providing coverage beyond the aforementioned Warranty Period, for such time and until your Enhanced Plan or Mobility Plan is valid. Such extended warranties are subject to your subscription to either of the Enhanced Plan or Mobility Plan having been (i) continuous from your first activation of the Ripple Maker, (ii) still being valid at the time the RMA, and (iii) with respect only to the Mobility Plan, your purchase of the accompanying hard case, as further detailed in your Purchase Order. The entire liability of Ripples and your exclusive remedy under this standard warranty shall be, at Ripples' option, repair or replacement of the Ripple Maker and/or Ripple Pod that does not meet this limited warranty with a new or refurbished Ripple Maker and/or Ripple Pod, provided that you submit to Ripples in writing a request for returned merchandise authorization ("**RMA**") promptly after a warranty problem is identified and within the Warranty Period, and that Ripples approves the RMA. You shall bear the shipping costs to Ripples' premises and/or other address designated by Ripples and Ripples shall bear the return shipping costs to your address. This limited warranty is void if: (i) failure of the Ripple Maker and/or Ripple Pod has resulted from accident, abuse, misapplication, negligence or use in any way other than in compliance with the Documentation and the specific instructions given by Ripples (including without limitation an unauthorized change of location of the Ripple Maker without a Mobility Plan and appropriate use of the accompanying hard case), (ii) any repair work on the Ripple Maker and/or Ripple Pod is performed, or the Ripple Maker and/or Ripple Pod is modified or altered, by any party other than by Ripples, (iii) if the Ripple Maker and/or Ripple Pod was installed or stored near any heat or fire sources or in a moist environment, or (iv) concerning the Ripple Pods, if the Ripple Pod was used following the expiration date and/or consumption date written on the package.

Replaced and repaired Ripple Makers and/or Ripple Pods shall be warranted for the longer of the remainder of the original Warranty Period or (a) regarding a Ripple Maker, six (6) months and (b) regarding a Ripple Pod three (3) months.

EXCEPT AS EXPLICITLY SET FORTH IN THE TERMS OF USE, THE RIPPLE MAKER IS PROVIDED "AS IS". RIPPLES

DOES NOT WARRANT THAT THE RIPPLE MAKER OR ANY COMPONENT THEREOF (INCLUDING FOR THE AVOIDANCE OF DOUBT, THE PRODUCT'S SOFTWARE AND RIPPLE PODS) IS ERROR-FREE OR UNINTERRUPTED OR MEETS PARTICULAR GOVERNMENT AGENCY REGULATIONS, AND DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. RIPPLES DOES NOT MAKE AND THE TERMS OF USE DO NOT IN ANY WAY GRANT YOU ANY REPRESENTATION, WARRANTY OR UNDERTAKING ON BEHALF OF RIPPLES' SUPPLIERS OR LICENSORS. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THE TERMS OF USE.

12. **LIMITATION OF LIABILITY.** Ripples shall not be liable for any content (e.g. designs, writings, illustrations) created via the App by you and/or any of your the end users. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL RIPPLES OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR DEATH, PERSONAL INJURY OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER OR TRANSMISSION FAILURE, MALFUNCTION, FIRE, ELECTRICAL FAILURE OR SHORT CIRCUIT), OR DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE RIPPLE MAKER OR ANY COMPONENT THEREOF (INCLUDING FOR THE AVOIDANCE OF DOUBT, RIPPLE PODS), OR FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE RIPPLE MAKERS OR ANY COMPONENT THEREOF (INCLUDING FOR THE AVOIDANCE OF DOUBT, RIPPLE PODS) BY YOU, WHETHER OR NOT RIPPLES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST YOU. THE ENTIRE LIABILITY OF RIPPLES (INCLUDING ITS SUPPLIERS AND LICENSORS) SHALL BE LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES CAUSED SOLELY BY THE WRONGFUL ACTS OR OMISSIONS OF RIPPLES. FURTHERMORE, THE ENTIRE LIABILITY OF RIPPLES (INCLUDING ITS SUPPLIERS AND LICENSORS) FOR DAMAGES OF ANY KIND WHATSOEVER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE RIPPLE MAKER OR RIPPLE POD (AS APPLICABLE) DURING THE 12 MONTHS BEFORE THE CLAIM. THE FOREGOING

LIMITATIONS SHALL APPLY EVEN IF RIPPLES SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. RIPPLES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY USE MADE OF THE RIPPLE MAKER OR ANY COMPONENT THEREOF (INCLUDING FOR THE AVOIDANCE OF DOUBT, RIPPLE PODS) BY YOUR CUSTOMERS OR ANY THIRD PARTY.

13. **EXPORT CONTROLS.** You agree to comply with all export laws, restrictions and regulations of any Israeli, United States or other applicable government agency or authority.

14. **FORCE MAJEURE.** Nonperformance by Ripples of any of its obligations except for non-payment shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control.

15. **PUBLICITY.** You hereby authorize Ripples and its affiliates to mention and/or otherwise have appear as a Ripples customer, your name, trademark, logo and/or any other denomination you are known for, on its website(s) and other marketing material. You agree not to issue any press release or other public statements concerning the Ripple Maker or Ripples without Ripples' prior written approval.

16. **MISCELLANEOUS.** The Terms of Use represent the complete entire agreement concerning the Ripple Maker or any component thereof (including for the avoidance of doubt, Ripple Pods) between you and Ripples and supersedes all prior agreements and representations between you and Ripples in connection therewith. In the event of contradiction between the provisions of the Terms of Use and any purchase order, any trade usage or prior course of dealing, the provisions of the Terms of Use shall supersede. If any term or provision of the Terms of Use will be found to be invalid, illegal or unenforceable, such term or provision shall be deemed modified to the extent necessary to make the same valid and operative, or if it cannot be so modified, then eliminated, and the validity, legality, or enforceability of the remaining terms and provisions will not in any way be affected or impaired thereby. The Terms of Use are governed by and construed under the laws of the State of Israel excluding its conflict of law provisions. The sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts of the State of Israel, except that Ripples may seek injunctive relief to protect its intellectual property rights in any court of competent jurisdiction. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party shall be entitled to recover costs and attorneys' fees. Ripples may assign the Terms of Use, however, you may not assign (by operation of law or otherwise) the Terms of Use, without the prior written consent of Ripples.