

## KEURIG INSIDER EVALUATION TERMS

These Evaluation Terms (“**Evaluation Terms**”) with Keurig Green Mountain, Inc. (“**Keurig**,” “we” or “us”) govern your participation in the Keurig Insider Panel (the “**Panel**”) and your use of a Keurig® Brewer and related beverage pods or accessories, known as the “**Keurig System**” during the Evaluation Period (defined below).

Before agreeing to these Evaluation Terms and participating in the Panel, please read these Evaluation Terms carefully because they constitute a legal agreement between Keurig and you.

BY [CLICKING THE “AGREE” BUTTON], YOU AGREE THAT:

- ✓ YOU HAVE READ AND UNDERSTAND THESE EVALUATION TERMS;
- ✓ YOU WILL COMPLY WITH THESE EVALUATION TERMS; AND
- ✓ YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO CONTRACTS.

**IF YOU DO NOT AGREE TO THESE EVALUATION TERMS, THEN YOU MAY NOT JOIN THE PANEL.**

### 1. EVALUATION PERIOD.

Your participation begins on the date that you are accepted to the Panel and will run through December 31, 2017 (your “**Evaluation Period**”). The Evaluation Period will automatically renew for successive six-month periods.

You or Keurig may terminate the Evaluation Terms as described in Section 9 below.

### 2. YOUR RESPONSIBILITIES.

In consideration for the opportunity to participate in the Panel, you agree that:

- YOU WILL PROMPTLY NOTIFY KEURIG OF ANY FAILURE, ERROR OR OTHER MALFUNCTION OF ANY PART OF THE KEURIG SYSTEM.
- YOU WILL PROVIDE KEURIG WITH ALL FEEDBACK REGARDING THE KEURIG SYSTEM THAT KEURIG MAY REASONABLY REQUEST.
- YOU WILL ASSIGN (AND HEREBY ASSIGN) TO KEURIG YOUR ENTIRE RIGHT, TITLE AND INTEREST IN ALL OF YOUR FEEDBACK.
- YOU WILL NOT (AND WILL NOT KNOWINGLY PERMIT ANY MEMBER OF YOUR HOUSEHOLD OR OTHER PERSON TO) RELEASE THE RESULTS OF ANY PERFORMANCE OR FUNCTIONAL EVALUATION OF THE KEURIG SYSTEM TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN APPROVAL FROM KEURIG.

### 3. LICENSE.

Keurig and its licensors reserve and retain all right, title and interest in and to the Keurig System, including the sole and exclusive ownership of all intellectual property rights relating to the Keurig System.

Features of the Keurig System may change during the Evaluation Period without notice to you. All new features introduced during the Evaluation Period are subject to these Evaluation Terms.

Except when expressly permitted by Keurig in writing, you will NOT:

- Remove, alter or obscure any copyright, trademark or other intellectual property or proprietary notice from any part of the Keurig System;
- Modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Keurig System; or
- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Keurig System.

#### 4. COLLECTION AND USE OF DATA.

We will collect information from or about you and other members of your household during the Evaluation Period. Some of the data collected may identify (directly or indirectly) you (“**Personal Data**”). Types of Personal Data Keurig may collect include: your contact information (name, email address, physical address, static IP address); location data; and any other information that you choose to provide, such as Personal Data you include in your Feedback or information from any social media accounts.

Keurig also collects “**Usage Data**,” which is information that does not directly reveal your identity such as brewer usage information. Although Keurig does not consider Usage Data as personally identifiable, combined Usage Data may become Personal Data.

Keurig will use Personal Data and Usage Data for: communications with you (e.g., responding to your questions); personalization of your Panel experience; offering access to third-party products and services that relate to the Keurig System; administering a promotion, offer or survey; and analyses, benchmarking, research and other business purposes related to the development of Keurig products and services.

KEURIG MAY COMBINE PERSONAL DATA AND USAGE DATA COLLECTED DURING THE EVALUATION PERIOD WITH OTHER DATA THAT KEURIG HAS ABOUT YOU, SUCH AS DATA RELATED TO YOUR KEURIG ACCOUNT OR PROVIDED BY KEURIG’S BUSINESS PARTNERS.

Keurig will share Personal Data and Usage Data with (i) Keurig’s vendors, such as Vision Critical, data analytics providers and other third parties that help Keurig improve the Keurig System and (ii) Keurig’s current and potential business partners, such as manufacturers of products offered in K-Cup® pods.

In consideration of your right to participate in the Panel, you grant to Keurig a royalty-free, worldwide, irrevocable, perpetual and transferable license to use, reproduce, transmit, distribute, display and prepare derivative works of the Personal Data and Usage Data resulting from or related to your use of the Keurig System and participation in the Panel during the Evaluation Period.

#### 5. CONFIDENTIAL INFORMATION.

You acknowledge that, in the course of participating in the Panel, you may obtain confidential and proprietary information relating to Keurig and to Keurig’s products or services (“**Confidential Information**”), such as trade secrets, know how, invention techniques, processes, programs, software source documents, financial information, sales and marketing plans or other information that you know or have reason to know is Keurig’s confidential, proprietary information.

AT ALL TIMES DURING THE EVALUATION PERIOD, YOU AGREE:

- TO KEEP IN TRUST AND CONFIDENCE ALL CONFIDENTIAL INFORMATION
- NOT USE CONFIDENTIAL INFORMATION OTHER THAN AS EXPRESSLY AUTHORIZED BY KEURIG;
- NOT DISCLOSE ANY CONFIDENTIAL INFORMATION TO ANY THIRD PARTY WITHOUT KEURIG'S PRIOR WRITTEN CONSENT; AND
- UPON KEURIG'S REQUEST, TO IMMEDIATELY RETURN TO KEURIG ALL CONFIDENTIAL INFORMATION (INCLUDING COPIES) IN YOUR POSSESSION OR CONTROL.

Your obligations of confidentiality do not apply to information that (i) has entered the public domain unless caused by your breach of these Evaluation Terms or any separate Non-Disclosure Agreement ("**NDA**") that you may sign in connection with your participation in the Panel; (ii) was already in your possession before you agreed to these Evaluation Terms or any NDA (if applicable) with Keurig; or (iii) was obtained by you on a non-confidential basis from a third party who has the right to disclose such information to you.

Nothing in these Evaluation Terms grants you (by implication, waiver, estoppel or otherwise) any right, title or interest in or to any of Keurig's Confidential Information, except for the limited right to use the Confidential Information for the purpose of evaluating the Keurig System pursuant to these Evaluation Terms.

If any provision of these Evaluation Terms is less restrictive than an NDA by and between Keurig and you, then the NDA will govern with respect to Confidential Information.

#### 6. SECURITY.

Keurig uses administrative, physical and technical measures intended to protect the information that you transmit to or through your participation in the Panel. Unfortunately, however, no electronic data transmission is completely secure. Please use appropriate security measures to protect your information.

We may suspend your participation in the Panel without notice if we suspect or detect any breach of security.

If you believe that information you provided to Keurig is no longer secure, please notify us immediately using the contact information provided below.

#### 7. INDEMNIFICATION.

You are responsible for your actions. You agree to indemnify and defend Keurig and its directors, officers, employees and agents ("**Keurig Parties**") from and against all losses, liabilities, actual or pending claims, actions, damages, expenses, costs of defense and reasonable attorneys' fees brought against any of the Keurig Parties by any third party arising from your violation of these Evaluation Terms or applicable law. Keurig reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification under this Section 7. No settlement that affects the rights or obligations of the Keurig Parties may be made without Keurig's prior written approval.

#### 8. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF THE KEURIG PARTIES IS LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF USE OR DAMAGE TO REAL, TANGIBLE OR INTANGIBLE PROPERTY) ARISING FROM

OR RELATED TO YOUR USE OF THE KEURIG SYSTEM OR PARTICIPATION IN THE PANEL DURING THE EVALUATION PERIOD.

YOU AGREE THAT THE MAXIMUM LIABILITY OF THE KEURIG PARTIES UNDER THESE EVALUATION TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT THAT YOU PAID TO KEURIG DURING THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY AND (ii) \$1,000.

YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY SURVIVE TERMINATION OF THESE EVALUATION TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE EVALUATION TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES. ACCORDINGLY, THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY IN THEIR ENTIRETY TO YOU.

YOU UNDERSTAND AND AGREE, HOWEVER, THAT OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**CALIFORNIA RESIDENTS:** BY AGREEING TO THESE EVALUATION TERMS, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

**9. TERMINATION.**

Keurig may terminate your participation in the Panel at any time, without notice, obligation or liability. You may terminate these Evaluation Terms by writing to Keurig at Privacy@gmcr.com.

The provisions of Sections 2, 3, 5, 8, 10 and 11 of the Evaluation Terms survive termination to the maximum extent permitted by applicable law.

**10. DISPUTE RESOLUTION.**

These Evaluation Terms are governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws of such state. You and Keurig agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Evaluation Terms.

YOU WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE WITH KEURIG ARISING FROM OR RELATED TO YOUR OPPORTUNITY TO PARTICIPATE IN THE PANEL AND USE OF THE KEURIG SYSTEM.

YOU AGREE NOT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION AGAINST KEURIG ARISING FROM OR RELATED TO YOUR OPPORTUNITY TO PARTICIPATE IN THE PANEL.

**11. GENERAL LEGAL TERMS.**

These Evaluation Terms contain the entire agreement by and between Keurig and you with respect to your participation in the Panel. You agree that Keurig may send you notice via email to the email address you have provided; Keurig is not responsible for your failure to receive notice if an email is quarantined by your email security system (e.g., "junk" or "spam")

folder) or if you fail to update your email address. Keurig's failure to exercise or enforce any right or provision of these Evaluation Terms shall not constitute a waiver of such right or provision; waivers and amendments to the Evaluation Terms are effective only if in writing and signed (including electronically) by you and Keurig. If any provision of these Evaluation Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been used. Nothing contained in these Evaluation Terms will be deemed to constitute Keurig or you as the agent or representative of the other or as joint venturers or partners. These Evaluation Terms inure to the benefit of and will be binding upon Keurig and its permitted successors and assigns. You must not transfer any of your rights or obligations under these Evaluation Terms to anyone else without Keurig's prior written consent.

**KEURIG CONTACT INFORMATION: [Privacy@gmcr.com](mailto:Privacy@gmcr.com).**