

CONNECTED BREWER SYSTEM EVALUATION TERMS

These Connected Brewer System Evaluation Terms (“**Evaluation Terms**”) govern your use of the Internet-connected Keurig® Brewer and accompanying software applications and related documentation, which are together known as the “**Connected Brewer System**.”

The Connected Brewer System is made available to you by Keurig Green Mountain, Inc. (“**Keurig**,” “we” or “us”) because you have agreed to participate in Keurig’s Connected Insiders Panel to test and evaluate the Connected Brewer System prior to its formal commercial release.

TO PARTICIPATE, YOU MUST HAVE A MOBILE DEVICE TO WHICH YOU CAN DOWNLOAD AND INSTALL APPLICATIONS AND A WORKING WI-FI NETWORK IN YOUR HOME. Keurig cannot and does not guarantee that the Connected Brewer System is compatible with or available for any specific mobile device.

Before agreeing to these Evaluation Terms and using the Connected Brewer System, 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 KEURIG CONNECT INSIDERS PANEL OR USE THE CONNECTED BREWER SYSTEM.

1. EVALUATION PERIOD.

The Connected Brewer System is made available to you at a reduced price 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 11 below. If you or Keurig decide to terminate your participation in the Connect Insiders Panel for any reason, you will not receive a refund for any amount you paid for the Connected Brewer.

Your Evaluation Period begins on the date that you download and install on your mobile device the mobile application (“**Connected Brewer App**”) specifically developed for use with the Internet-connected Keurig® Brewer (“**Connected Brewer**”). The Connected Brewer App allows you to interact with the Connected Brewer’s features and to store and access your data through your mobile device.

2. YOUR KEURIG ACCOUNT.

Unless you already have one, you are required to create an [account at Keurig.com](https://www.Keurig.com) (“**Keurig Account**”) before you use the Connected Brewer System. You agree to maintain the accuracy of the information in your Keurig Account. If you provide untrue, incomplete or otherwise inaccurate information, Keurig may immediately terminate your Keurig Account, request that you immediately return the Connected Brewer System and deactivate your use of the Connected Brewer App.

From time to time, the Connected Brewer System may permit you to order refill supplies of K-Cup® pods for your Connected Brewer System. If you use the K-Cup® pods ordering feature through the Connected Brewer System, your purchase is subject to all of the terms and conditions associated with your Keurig Account available at www.keurig.com/content/terms-and-conditions.

3. YOUR RESPONSIBILITIES.

In consideration for the opportunity to use the Connected Brewer System, you agree that:

- YOU WILL NOT REMOVE THE CONNECTED BREWER SYSTEM FROM YOUR HOUSEHOLD WITHOUT KEURIG'S CONSENT.
- YOU AGREE TO REPLACE THE KEURIG BREWER THAT YOU ALREADY OWN AND USE IN YOUR HOUSEHOLD WITH THE CONNECTED BREWER SYSTEM. YOU AGREE TO NOT USE YOUR EXISTING KEURIG BREWER IN YOUR HOUSEHOLD DURING THE EVALUATION PERIOD.
- YOU WILL PROMPTLY NOTIFY KEURIG OF ANY FAILURE, ERROR OR OTHER MALFUNCTION OF ANY PART OF THE CONNECTED BREWER SYSTEM.
- YOU WILL PROVIDE KEURIG WITH ALL FEEDBACK REGARDING THE CONNECTED BREWER 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 CONNECTED BREWER SYSTEM TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN APPROVAL FROM KEURIG.
- YOU WILL NOT (AND WILL NOT KNOWINGLY PERMIT ANY MEMBER OF YOUR HOUSEHOLD OR OTHER PERSON TO) USE THE CONNECTED BREWER FOR ANY COMMERCIAL OR PRODUCTIVE PURPOSE THAT IS TO KEURIG'S DETRIMENT OR COMMERCIAL DISADVANTAGE, SUCH AS FOR THE DEVELOPMENT OF A COMPETING PRODUCT.
- YOU (NOT KEURIG) ARE RESPONSIBLE FOR ALL FEES CHARGED BY YOUR INTERNET SERVICE PROVIDER ("ISP") AND MOBILE SERVICE PROVIDER IN CONNECTION WITH YOUR USE OF THE CONNECTED BREWER SYSTEM.
- YOU (NOT KEURIG) ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE AGREEMENTS AND POLICIES OF YOUR ISP AND MOBILE SERVICE PROVIDER.
- YOU WILL USE THE CONNECTED BREWING SYSTEM FOR LAWFUL PURPOSES ONLY.

4. LICENSE.

Subject to your agreement to these Evaluation Terms, Keurig grants you a personal, nonexclusive, nontransferable license to download, install and use the Connected Brewer App (in executable object code form only) on a mobile device that you own or control and only in conjunction with your personal use of the Connected Brewer in the United States during the Evaluation Period.

Keurig and its licensors reserve and retain all right, title and interest in and to the Connected Brewer System, including the sole and exclusive ownership of all intellectual property rights relating to the Connected Brewer System. Any open source or third-party code incorporated in the Connected Brewer System is covered by the applicable open source or third-party license authorizing its use.

Features of the Connected Brewer 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. Not all features of the Connected Brewer System will be available to you or available for the entire Evaluation Period.

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 Connected Brewer System;
- Copy the Connected Brewer App except as expressly permitted by Keurig;
- Modify, translate, adapt or otherwise create derivative works or improvements (whether or not patentable) of any part of the Connected Brewer System;
- Decompile, reverse engineer, disassemble, decode or otherwise attempt to derive or gain access to the source code of any part of the Connected Brewer System;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit or otherwise make available or exploit the Connected Brewer System (such as though time-sharing, use of service bureau or by otherwise making the Connected Brewer App available on a network on which it is accessible by more than one device at any time);
- Breach, test, circumvent (or attempt to breach, test or circumvent) any security, copy protection or rights management feature in the Connected Brewer System
- Gain (or attempt to gain) unauthorized access to or impair any aspect of the Connected Brewer System or its related systems or networks; or
- Launch any program or script for the purpose of scraping, indexing, surveying, data mining or hindering the operation or functionality of the Connected Brewer System.

5. COLLECTION AND USE OF DATA.

The Connected Brewer System automatically collects information from or about you and other members of your household. Some of the data collected through the Connected Brewer System 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 (collected from your ISP, mobile service provider or mobile device); information about your mobile device (the telephone number assigned to your mobile device, MAC address); the unique identifier assigned to your Connected Brewer System; 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 you connect to the Connected Brewer App.

Keurig also collects “**Usage Data**,” which is information that does not directly reveal your identity. Usage Data Keurig may collect includes: the name of your ISP or mobile service provider; mobile device type and device operating system (Android or iOS); number of times the Connected Brewer App is opened; when the Connected Brewer System is used and the pods brewed. 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 Connected Brewer System

experience; offering access to third-party products and services that relate to the Connected Brewer System; administering a promotion, offer or survey; and analyses, benchmarking, research and other business purposes related to the development and commercial release of the Connected Brewer System.

KEURIG MAY COMBINE PERSONAL DATA AND USAGE DATA COLLECTED THROUGH THE CONNECTED BREWER SYSTEM 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 software and hardware developers that help Keurig improve the Connected Brewer 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 use the Connected Brewer during the Evaluation Period, 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 Connected Brewer System during the Evaluation Period.

6. CONFIDENTIAL INFORMATION.

You acknowledge that, in the course of using the Connected Brewer System, you may obtain confidential and proprietary information relating to the Connected Brewer System and to Keurig ("**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 BOTH DURING THE EVALUATION PERIOD AND UNTIL THE FORMAL COMMERCIAL RELEASE OF THE CONNECTED BREWER SYSTEM, 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 signed in connection with your evaluation of the Connected Brewer System; (ii) was already in your possession before you agreed to these Evaluation Terms or any NDA 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 Connected Brewer 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.

7. SECURITY.

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

We may suspend your use of the Connected Brewer System 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.

8. 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 8. No settlement that affects the rights or obligations of the Keurig Parties may be made without Keurig's prior written approval.

9. DISCLAIMER.

THE PRIMARY PURPOSE FOR GRANTING YOU ACCESS TO AND USE OF THE CONNECTED BREWER SYSTEM IS TO OBTAIN FEEDBACK ON PERFORMANCE AND DEFECTS OF THE CONNECTED BREWER SYSTEM. THE CONNECTED BREWER SYSTEM IS A NEW PRODUCT THAT STILL MAY CONTAIN DEFECTS. KEURIG DOES NOT WARRANT THAT THE CONNECTED BREWER SYSTEM IS ACCURATE, COMPLETE, RELIABLE OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTY INCLUDED IN YOUR BREWER'S PACKAGING, THE CONNECTED BREWER SYSTEM IS PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, KEURIG EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PLEASE DO NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE CONNECTED BREWER SYSTEM.

Any oral or written advice provided by the Keurig Parties or any of their agents does not and will not create any warranty.

10. 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 CONNECTED BREWER SYSTEM 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.

11. TERMINATION.

Keurig may deactivate the Connected Brewer App and your use of the Connected Brewer System at any time, without notice, obligation or liability. You may terminate these Evaluation Terms by writing to Keurig at Privacy@gmcr.com.

Upon notice of termination from Keurig to you or you to Keurig, you must immediately discontinue all use of the Connected Brewer System, uninstall the Connected Brewer App and return (or cause to be returned) to Keurig the Connected Brewer System and all related information or materials provided by Keurig to you.

The provisions of Sections 4, 5, 6, 9, 10, 12 and 15 of the Evaluation Terms survive termination to the maximum extent permitted by applicable law.

12. 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 USE AND EVALUATE THE CONNECTED BREWER SYSTEM.

YOU AGREE NOT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION AGAINST KEURIG ARISING FROM OR RELATED TO YOUR OPPORTUNITY TO USE AND EVALUATE THE CONNECTED BREWER SYSTEM.

13. UPDATES.

Keurig may develop and implement updates for the Connected Brewer System. When your device is connected to the Internet and depending on your device settings, updates will automatically download and install or you may receive notice of or be prompted to download and install available updates. You agree that all updates are part of the Connected Brewer System and subject to these Evaluation Terms. You also understand that updates may modify or delete certain features and functionality.

14. APP MARKETPLACE ADDITIONAL TERMS.

When you download the Connected Brewer App from [Apple, Inc.'s App Store](#) and/or [Google's Play](#) ("**App Marketplace**"), you acknowledge and agree that the following terms are part of these Evaluation Terms:

- a. You acknowledge that the Evaluation Terms are an agreement between Keurig and you and not with the App Marketplace. Keurig, not the App Marketplace, is solely responsible for the Connected Brewer System. If the Evaluation Terms are less restrictive with respect to the Connected Brewer App or otherwise conflict with the App Marketplace's terms of service/use or privacy policy/statement, then the App Marketplace's terms of service/use shall apply but solely to the extent of the conflict.
- b. You acknowledge that the App Marketplace has no obligation to furnish any maintenance or support with respect to the Connected Brewer System.
- c. Keurig, not the App Marketplace, is responsible for addressing your or any third-party claims relating to the Connected Brewer System. Unless effectively disclaimed, Keurig is responsible for any product warranty or other legal requirement.
- d. Keurig, not the App Marketplace, is solely responsible for the investigation, defense, settlement and discharge of any third-party claim that your use of the Connected Brewer System infringes a third party's intellectual property rights.
- e. The App Marketplace that applies to your device is a third-party beneficiary of these Evaluation Terms with respect to the Connected Brewer App.

15. GENERAL LEGAL TERMS.

These Evaluation Terms contain the entire agreement by and between Keurig and you with respect to your evaluation and use of the Connected Brewer System. You agree that Keurig may send you notice via email to the email address you have provided in your Keurig Account; 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 in your Keurig Account. 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.