



ripples

## LEASE TERMS AND CONDITIONS

[last updated as of June 18, 2020]

These terms and conditions ("T&C") shall be deemed an exclusive and binding agreement with respect to all Ripple Markers leased to you by Ripples Ltd. ("**Ripples**") as listed in your Ripple Maker Leasing Order (the "**Ripple Marker(s)**"), the cartridges provided by Ripples for the use of such Ripple Markers ("**Ripple Pods**") and all accompanying accessories and designs provided by Ripples (the "**Designs**"). By placing a Ripple Maker Leasing Order, leasing or otherwise using the Ripple Marker, 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. **RIPPLES LEASE ORDERS; SECURITY INTEREST.**

Ripples' acceptance of your Ripple Maker Leasing Order for Ripple Markers (the "**Lease Order**") is based upon the express condition that you accept and agree to be bound by all of the terms set forth in these T&Cs. The Ripple Marker comes with a proprietary app (including all software embedded therein, the "**Ripples App**"). Any use of the Ripples App is governed by these T&Cs and Privacy Policy that can be found at <https://www.drinkripples.com/privacy-policy> (together, the "**Terms of Use**").

None of the Ripple Marker, the Ripples App or any Design are sold to you and without prejudice to your right (if applicable) to purchase the Ripple Marker at the expiration of the Lease Period, as detailed below, Ripples retains all rights and title in and to the Ripple Marker, the Ripples App and any Designs during the entire Lease Period (as defined in your Lease Order) and thereafter.

2. **EARLY RETURNS. Except as otherwise set forth in your Lease Order**, and unless required by law, early return of the Ripple Marker prior to the end of the Lease Period shall not relieve you of your payment obligations to Ripples until the expiration or early termination of the Lease Period.

3. **PAYMENT; DELIVERY; RIPPLE MARKER INSPECTION.** Payment shall be made in accordance with the Lease Order. Ripples reserves the right to suspend delivery and performance until full payment is received in accordance with the Lease Order. Delivery of the Ripple Marker shall be in accordance with the delivery terms and at the location stated in the Lease Order. Ripples shall deliver you the Ripple Marker free from any material defects. You must inspect the Ripple Marker and any accessories and notify Ripples within 14 days of delivery in writing or by contacting us at [support@drinkripples.com](mailto:support@drinkripples.com), if the Ripple Marker is defective or

does not conform to its specifications in the Lease Order ("**DOA**"). If not, you will be considered to have accepted the Ripple Marker and its accessories. If the Ripple Marker is DOA, Ripples shall offer a repair, replacement or refund as appropriate, provided that: (i) the Ripple Marker must have been leased directly from Ripples and/or an authorized reseller of Ripples; (ii) the Ripple Marker 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 Marker that is lost or damaged without following Ripples' return process and without obtaining a valid return authority number. Commencing at the time of delivery, you will be responsible for, and bear, the entire risk of loss or damage to the Ripple Marker during the Lease Period. Under no circumstances shall Ripples be liable to compensate you for damages incurred after delivery of the Ripple Marker.

4. **TAXES.** Lease Orders do not include any tax or other government charge or assessment upon the lease, shipment, production or use of Ripple Markers ordered or leased hereunder. 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, during the Lease Period Ripples grants you a non-exclusive, non-transferable non-assignable right to use the Ripple Marker 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. In

order to assure continuity of service and the delivery of Ripple Pods, any address change must be coordinated and approved by us. You shall use your best effort to ensure that the Ripple Marker is connected to the Internet at all times, and at least every 7 calendar days. Following such time the Ripple Marker will suspend Service until it is connected to the Internet. You shall use the Ripple Marker with caution and in accordance to the Documentation.

6. **OWNERSHIP; IP RIGHTS.** Your possession, use or any other right provided to you by Ripples regarding the Ripple Marker, the Designs, the Ripple Pods or the Ripples App (including without limitation the right and your exercise of the right to purchase the Ripple Marker at the end of the Lease Period), does not convey any title, right or interest in or to any intellectual property rights, including under patent, maskwork rights, copyright and trade secrets, and all service marks, trademarks, trade names, Designs and other designations, associated with the Ripple Marker, the Designs, the Ripples Pods or the Ripples App, and all of their related documentation (the "**Documentation**") (collectively, "**IP Rights**"), nor in the Ripple Marker, any designs, engineering details and other data pertaining to the Ripple Marker and Documentation, 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 Agreement or by Ripples' prior written consent.

7. **RESTRICTIONS.** Except as expressly and unambiguously permitted by these T&C, you may not, nor permit anyone else to, directly or indirectly: (a) use the Ripple Marker, or any component thereof, except as provided in accordance with these T&C; (b) (i) sell, resell, rent, lease, sublicense, or use the Ripple Marker for timesharing or service bureau purposes; or (ii) transfer, assign, or pledge your rights under these T&C, without obtaining the prior written consent of Ripples (c) use the Ripple Marker with any accessories not supplied or approved by Ripples (including without limitation any use of unauthorized Ripple Pods (coffee cartridges) or refill of the Ripple Pods); (d) dismantle, decompose or modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the structure, sequence and organization of the Ripple Marker 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 Marker or any software provided by Ripples; (f) unless specifically approved in advanced by Ripples, use the Ripple Marker or any design to promote any third party (g) engage in the development, make by or distribution of any Ripple Marker similar to the combined Ripple Marker (h) operate or make use of the Ripple Marker 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 Markers, Ripples' business, reputation, intellectual property or other valuable assets or rights; (j) use the Ripple Marker in conjunction with any design or other Ripple Marker 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 Marker, the software provided by Ripples and Documentation, including without limitation, any terms and conditions of use applicable to end users. Ripples agrees not to use any of your trade marks and/or commercial name including in Ripples publishing, catalogs and sites, without receiving your prior written.

8. **Ripple Proprietary Ink.** The Ripple Marker may only be used with Ripple Pods (our special food cartridges) provided by Ripples or any of its authorized resellers. You may not refill the Ripple Pods, obtain or acquire Ripple Pods from other third parties or resell the Ripple Pods. Except for Ripple Pods that may already be included in the Purchase Price in accordance with your Lease Order, Ripples Pods may only be obtained by ordering Ripple Pods directly from us or from one of our authorized resellers as further described below:

9. **Consumables.** Ripple Pods may be ordered by contacting Ripples at support@drinkripples.com and may be subject to minimum quantity requirements (as detailed in your Ripple Pods Purchase Order). No warranties are made with regards to the number of 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 print, your proper storage and preservation of the Ripple Pod and the Ripple Marker and your connection to electricity and internet). Ripple Pods must be used within the expiration and consumption date written on the package.

10. **OPTION TO PURCHASE OR RETURN THE RIPPLE MARKER.** At the end of the Lease Period, you may have an option to purchase the Ripple Marker at the Purchase Price set forth in the Lease Order (please refer to your Lease Order to verify whether such purchase option is available to you). Should you wish not to exercise such option, you shall return the Ripple Marker to Ripples free from any defects of any kind, hidden or otherwise. Any damage to the Ripple Marker will be borne by you. In any case of delay, you shall pay an additional payment to Ripples representing 150% of the specified monthly payment in the Purchase Order for each month of delay. Following your purchase of the Ripple Marker, the continued use of the Ripple Marker, the use of the Ripples App, the supply of Ripple Pods and use of any Designs shall be subject to the Terms and Conditions of Sale (available at <https://www.drinkripples.com/terms-and-conditions>) and the Terms of Use, it being clarified that the purchase of the Ripple Marker at the end of the Lease Period or upon Early

Termination, shall not be deemed to renew the Warranty Period.

11. **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 Ripple Marker 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 "Ripple Marker" 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 "Indemnitee") from and against all claims, suits, damages, expenses and liabilities (including reasonable attorney's fees), incurred by an Indemnitee 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 (iii) any unreasonable use of the Ripple Maker and/or Ripple Pod.

You will be responsible for any damages to the Ripple Maker caused by you or a third party, including without limitations damages to the LCD screen.

12. **LIMITED WARRANTY; WARRANTY DISCLAIMERS.** Ripples warrants only that the Ripple Maker and/or the Ripple Pods will be free from material defects in material and workmanship and perform substantially in accordance with the Documentation for a period extending through (i) regarding the Ripple Maker, the Lease Period, 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"). Without derogating from the former, Ripples reserves the right to lease out new or refurbished Ripple Maker units. The Mobility Plan (please review your Lease Order to verify whether this plan applies to your order) offers extended warranty allowing location changes as further detailed in your Lease Order. Our 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 Lease 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 shall be warranted for the longer of the remainder of the original Lease Period and six (6) months from replacement. Replaced Ripple Pods shall be under warranty for three (3) months after Delivery of the replaced Ripple Pod.

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.

13. **LIMITATION OF LIABILITY.** Ripples shall not be liable for any content (e.g. designs, writings, illustrations) created via the Ripples 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.

14. **FORCE MAJEURE.** Nonperformance by a party of any of its obligations 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. **CONFIDENTIALITY.** Neither you or Ripples shall use or disclose any non-public information provided by the other party or otherwise concerning its business, including the existence or terms of these T&C ("**Confidential Information**"), to any third parties or to such party's employees and consultants, except to those employees and consultants who are required to have the information and who have signed a non-use and non-disclosure agreement similar to the provisions hereof, prior to receipt of Confidential Information.

17. **INSURANCE.** Ripples shall provide you with a certificate evidencing its insurance policy currently in effect.

18. **MISCELLANEOUS.** The Terms of Use and the Lease Order represent the complete entire agreement concerning the Ripple Marker between you and Ripples and supersedes all prior agreements and representations between you and Ripples in connection with the Ripple Marker. In the event of contradiction between the provisions of the Terms of Use and any Lease Order, any trade usage or prior course of dealing, the provisions of the Lease Order shall supersede unless specifically set aside. 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. These T&Cs 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 competent courts in Tel-Aviv, 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 these T&C, the prevailing party shall be entitled to recover costs and attorneys' fees. Neither party may assign these T&C, without the prior written consent of the other party, except that assignment in connection with the sale of a party (by merger or the sale of all or substantially all of its assets or shares) shall not require such consent.

Each party acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party may

seek and obtain immediate injunctive relief from breaches of this provision, in addition to any other rights and remedies it may have.