

MERCHANT END USER LICENSE AGREEMENT

Effective Date: _____, 2016.

1. INTRODUCTION AND OVERVIEW

This Merchant End User License Agreement (the “EULA”) sets forth a legally binding agreement between you and EPSON America, Inc. (“EPSON,” “we,” “our,” or “us”) with respect to the various components that comprise the EPSON Platform (defined below) (the “EPSON OmniLink Components”). The EPSON OmniLink Components include, without limitation, firmware and drivers for EPSON OmniLink printers that enable use of the EPSON Platform.

By using the EPSON OmniLink Components or the EPSON Platform, you agree to this EULA. If you do not agree and consent, discontinue use of the EPSON OmniLink Components and the EPSON Platform. You further represent and warrant that you have the right and authority to bind your business to this EULA and you are not barred or otherwise legally prohibited from accessing or using the EPSON OmniLink Components or the EPSON Platform.

2. YOUR USE OF THE EPSON OMNILINK COMPONENTS, EPSON DATA AND EPSON PLATFORM

EPSON grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license, without the right to sublicense or assign in any way, to use the EPSON OmniLink Components and the EPSON Data (defined below) and to access the EPSON Platform for your internal business use solely in the United States or Canada to manage your establishment and/or conduct associated point of sale activities in accordance with this EULA.

3. RESTRICTIONS

You shall not and shall not permit any third party to:

- (a) access or attempt to access the EPSON OmniLink Components or the EPSON Platform (or any part of either) or EPSON Data that is not intended to be available to you;
- (b) access or use (in any format) the EPSON OmniLink Components or the EPSON Platform (or any part of either) or EPSON Data through any time-sharing service, service bureau, network, consortium, or other means;
- (c) without EPSON’s advance written consent, use, ship or access the EPSON OmniLink Components or the EPSON Platform (or any part of either) or EPSON Data outside or from outside of the United States or Canada;

(d) perform or attempt to perform any actions that would interfere with the proper working of the EPSON OmniLink Components, the EPSON Platform or EPSON Data, prevent access to or use of the EPSON OmniLink Components, EPSON Platform or EPSON Data by other users, or impose a large load on EPSON's infrastructure, network capability or bandwidth; or

(e) use the EPSON OmniLink Components or the EPSON Platform (or any part of either) or EPSON Data except as permitted in this EULA.

4. EPSON OmniLink Components Requirements and Limitations

A. You may access the EPSON OmniLink Components and the EPSON Platform through your EPSON printers or other device identified by EPSON as compatible with and capable of accessing and/or supporting the EPSON OmniLink Components (“**Device**”) using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the EPSON OmniLink Components accessed wirelessly or through the Internet is subject to: (i) the terms of any agreements you have with your Internet/data provider; and (ii) availability, transmission range and uptime of the services and any wireless equipment.

B. EPSON may alter which printers and devices are approved as compatible with the EPSON OmniLink Components or the EPSON Platform in EPSON's discretion.

C. You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the EPSON OmniLink Components or the EPSON Platform that are posted on EPSON's website or otherwise provided or made available to you.

D. You agree that EPSON shall not have any liability to you arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of the EPSON OmniLink Components or the EPSON Platform (including billing for the EPSON OmniLink Components or the EPSON Platform) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the EPSON OmniLink Components or the EPSON Platform, the Internet, or any communications network, facility or equipment beyond EPSON or a third party's reasonable control; (c) your failed attempts to access the EPSON OmniLink Components or the EPSON Platform or to complete transactions via the EPSON OmniLink Components or the EPSON Platform; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

5. DATA RIGHTS

A. Except as provided in the next paragraph, EPSON is the sole and exclusive owner of all data concerning the EPSON OmniLink Components or EPSON Platform, including without limitation the results of any use of the EPSON OmniLink Components or EPSON

Platform, transaction data collected by any EPSON printers, and any data provided to you resulting from or relating to the EPSON OmniLink Components or EPSON Platform (“**EPSON Data**”).

B. Epson will not own **Your Data**, which consists of your passwords, security questions and answers, login details and any data that is reasonably capable of being identified to a particular individual person (“**PII**”). You shall not collect nor share with Epson any PII without EPSON’s prior written approval in EPSON’s sole business judgment except for the names of your customers or personnel and the last four digits of credit card numbers, which EPSON intends to delete as soon as it is no longer needed for any business or legal reason. Where required by applicable laws or regulations pertaining to security, confidentiality or privacy, you shall cause your customers and personnel to consent to the collection and sharing of PII with EPSON.

6. COLLECTION OF CUSTOMER INFORMATION THROUGH THE EPSON PLATFORM

A. NOTWITHSTANDING THE CAPABILITY OF THE EPSON OMNILINK COMPONENTS OR THE EPSON PLATFORM TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT. YOU AGREE THAT (A) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE EPSON OMNILINK COMPONENTS MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (B) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (C) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

B. You shall provide and obtain any disclosures and consents related to the E-Sign Act that may be required in connection with your communications and agreements with your customers through the EPSON OmniLink Components or the EPSON Platform.

7. THIRD PARTY SERVICES

EPSON’s cloud-based services including, without limitation, the electronic OmniLink Merchant Services operated by EPSON or its affiliates through which you may browse, locate or install applications (“**EPSON Platform**”), may contain links to services, products or promotions provided by third parties and not by EPSON (“**Third Party Services**”). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with the Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the EPSON Platform). ANY ACCESS OF OR CONTENT DOWNLOADED OR

OTHERWISE OBTAINED THROUGH YOUR USE OF THIRD PARTY SERVICES IS ACCESSED OR DOWNLOADED AT YOUR OWN RISK. EPSON WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL LIABILITY RELATED TO ANY THIRD PARTY SERVICES. EPSON DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROVIDER OF A THIRD PARTY SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH THE EPSON PLATFORM OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. EPSON WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES.

8. ACCOUNT REGISTRATION

If and when prompted by EPSON's registration process to register and create a "Merchant" account ("**Account**"), you agree to: (i) provide true, accurate, current and complete information about yourself and/or your business; and (ii) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, EPSON has the right to terminate your Account and refuse any and all current or future use of the EPSON OmniLink Components and EPSON Platform.

9. MAINTENANCE OF THE EPSON OMNILINK COMPONENTS AND EPSON PLATFORM

A. EPSON may perform maintenance of the Epson OmniLink Components or the EPSON Platform which may result in service interruptions, delays, or errors. EPSON will not be liable for any such interruptions, delays, errors, or bugs. EPSON may contact you in order to assist you with the Epson OmniLink Components or EPSON Platform and obtain information needed to identify and fix any errors.

B. EPSON may, at its discretion, release enhancements, improvements or other updates to any software. If EPSON notifies you that such update requires an installation, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. Failure to install any updates in a timely fashion may impair the functionality of the EPSON OmniLink Components or the EPSON Platform. EPSON shall have no liability for your failure to properly install the most current version of any software or any update, and EPSON shall have no obligation to provide support or services for any outdated versions.

C. Certain software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify EPSON for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

10. FEES

You will be charged and agree to pay the applicable fees for any third party services you select through the EPSON Platform. These fees will be set forth during your registration process, and are set by third parties and not by EPSON. If you dispute any amounts you are charged, you must notify EPSON in writing within thirty (30) days of incurring the charge that you dispute. If you notify EPSON after thirty (30) days, you agree EPSON has no obligation to effect any adjustments or refunds. If you have an agreement with an authorized sublicensor for any EPSON service plan, EPSON will collect the amounts described in the first sentence of this Section 10 from you for such plan on behalf of, and remit the amounts to, the authorized sublicensor.

11. TERM AND TERMINATION

A. This EULA commences on the date on which you first use the EPSON OmniLink Components and continues for the full subscription term you select for any third party services offered through the EPSON Platform. The subscription term will automatically renew upon expiration of the initial term and shall be equal in duration as the initial term, unless either party gives notice of cancellation prior to the expiration of the initial or any renewal term. The fee charged during any renewal term will be equal to the fee in effect during the immediately preceding subscription term, unless EPSON provides advance notice of a fee change, which fee change will be effective upon the renewal term.

B. EPSON may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the EPSON OmniLink Components, EPSON Platform or EPSON Data without any notice and liability for any reason, including if in EPSON's sole determination you violate any provision of this EULA.

C. Upon termination of this EULA for any reason, you must immediately stop using the EPSON OmniLink Components, EPSON Platform and EPSON Data, and your license to access and/or use the EPSON OmniLink Components, EPSON Platform and EPSON Data provided under this EULA shall end. Upon your termination of this EULA, EPSON will provide you with a reasonable period of time to allow you to extract Your Data that EPSON has stored on its servers as of the termination date. Subject to the foregoing sentence and applicable law, EPSON will delete Your Data stored on EPSON's servers upon your termination of this EULA, and EPSON will not be liable to you or any third party for termination of access to the EPSON Platform or EPSON OmniLink Components or deletion of Your Data.

12. PROTECTING INFORMATION

A. You acknowledge that EPSON may disclose Confidential Information to you. "**Confidential Information**" means any confidential or trade secret information, including but not limited to the EPSON Data, customer lists, customer personal information, product plans, technology, systems, business processes and any other financial, sales, marketing or business information that is not (a) disclosed in public materials or otherwise in the public domain

through no action or disclosure by you; (b) lawfully obtained from a third party by you without any obligation of confidentiality; (c) lawfully known to you prior to disclosure by EPSON; or (d) independently developed by you. You shall treat EPSON's Confidential Information with at least a reasonable degree of care. You shall only use EPSON's Confidential Information for the purposes of this EULA and shall not disclose EPSON's Confidential Information to any person, except as EPSON may agree in advance and in writing in its own discretion. At EPSON's request, you shall return to EPSON or destroy all of EPSON's Confidential Information in your possession or control.

B. You shall maintain policies and procedures for responding to any reasonably suspected or actual acquisition or use of, or access to, Confidential Information by unauthorized persons ("**Security Breach**"). In the event of a Security Breach, you shall immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Breach, use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Security Breach, provide notice to EPSON at privacy@OmniLinkWorld.com within twelve (12) hours after you discover a Security Breach, collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Security Breach, which shall meet reasonable expectations of forensic admissibility, and, if requested by EPSON, provide notice to individuals or entities whose Information was or may have been affected in a manner and format specified by EPSON. EPSON reserves the right to deny you access to the EPSON OmniLink Components, in whole or in part, if EPSON believes that any Security Breach has occurred.

C. You are solely responsible for ensuring that Your Data, including your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the EPSON OmniLink Components or EPSON Platform are kept safe and confidential. You must prevent unauthorized access to and use of any of Your Data used with or stored in or by the EPSON OmniLink Components or EPSON Platform. You are responsible for electronic communications sent to EPSON or to any third party containing Your Data and for all uses of the EPSON OmniLink Components or the EPSON Platform in association with Your Data, whether or not authorized by you. EPSON has the right to rely on user names, password and other signor credentials, access controls for the EPSON OmniLink Components or EPSON Platform or any software provided or approved by EPSON to authenticate access to, and use of, the EPSON OmniLink Components, EPSON Platform and any software.

D. You may submit comments or ideas about the EPSON OmniLink Components or EPSON Platform, including about how to improve the EPSON OmniLink Components or EPSON Platform. By submitting any idea, you agree that: (i) EPSON expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (ii) your submission will be non-confidential; and (iii) EPSON is free to use and disclose the idea on an unrestricted basis without notifying or compensating you. You release EPSON from all liability and obligations that may arise from EPSON's receipt, review, use or disclosure of any portion of any idea.

13. INTELLECTUAL PROPERTY

A. All right, title and interest in and to all Confidential Information and intellectual property related to the EPSON OmniLink Components, EPSON Platform or EPSON Data (including Marks (defined below), all software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by EPSON at any time or employed by EPSON in connection with the EPSON OmniLink Components, EPSON Platform or EPSON Data, shall be and remain, as between EPSON and you, EPSON's or its affiliates', EPSON's vendors' or licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the EPSON OmniLink Components, EPSON Platform or EPSON Data not expressly granted by EPSON in this EULA are deemed withheld. You may not use Marks in any manner, including in any advertisements, displays, or press releases, without EPSON's prior written consent. "**Marks**" means EPSON's names, logos, emblems, brands, service marks, trademarks, trade names, taglines or other proprietary designations.

B. You shall not, and shall not permit any third party to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the EPSON OmniLink Components or EPSON Platform (or any part of either), except to the extent that such restriction is expressly prohibited by law; (ii) modify, translate, or alter in any manner, the EPSON OmniLink Components or EPSON Platform (or any part of either), EPSON Data, or the Marks; (iii) create derivative works of or based on the EPSON OmniLink Components or EPSON Platform (or any part of either), EPSON Data, or the Marks; (iv) except for backup and archival purposes, directly or indirectly copy the EPSON OmniLink Components or EPSON Platform (or any part of either) or EPSON Data; (v) republish, upload, post, transmit, disclose, or distribute (in any format) the EPSON OmniLink Components or EPSON Platform (or any part of either) or EPSON Data except as permitted in this EULA; or (vi) remove, relocate, or otherwise alter any proprietary rights notices from the EPSON OmniLink Components or EPSON Platform (or any part of either), EPSON Data, or the Marks.

C. If EPSON provides you with copies of or access to any software or documentation, unless otherwise expressly stated in writing, that software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the EPSON OmniLink Components and solely for you to access and use the software and documentation to receive the EPSON OmniLink Components for its intended purpose on printers or devices owned or licensed by you.

D. You shall not take any action inconsistent with the stated title and ownership in this Section 13. You will not file any action, in any forum that challenges the ownership of any part of the EPSON OmniLink Components, EPSON Platform, EPSON Data, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this EULA.

14. EPSON OMNILINK COMPONENTS, EPSON PLATFORM AND EPSON DATA DISCLAIMER

USE OF THE EPSON OMNILINK COMPONENTS, EPSON PLATFORM OR EPSON DATA IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EPSON OMNILINK COMPONENTS, EPSON PLATFORM AND EPSON DATA ARE PROVIDED “AS IS” AND EPSON DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE EPSON OMNILINK COMPONENTS OR EPSON PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE EPSON OMNILINK COMPONENTS, EPSON PLATFORM OR EPSON DATA ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

15. YOUR RESPONSIBILITIES

A. You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of the EPSON OmniLink Components, EPSON Platform and/or EPSON Data and provision and use of any customer information and other point of sale data in connection with the EPSON OmniLink Components, EPSON Platform and/or EPSON Data. You shall not use the EPSON OmniLink Components, EPSON Platform or EPSON Data for illegal purposes.

B. You are solely responsible for obtaining all required permits, consents and licenses and monitoring legal developments applicable to the EPSON OmniLink Components, EPSON Platform and EPSON Data and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

C. You are solely responsible for ensuring the accuracy, quality, integrity, legality and appropriateness of all information and data regarding your business that you provide to EPSON or its service providers in connection with the EPSON OmniLink Components, EPSON Platform or EPSON Data. In addition, if applicable, you are solely responsible for verifying that all information and data loaded onto a printer or other device by EPSON or its service providers at your request are accurate prior to your business use of such printer or device. EPSON and its service providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide.

16. LIMITATIONS ON LIABILITY AND DAMAGES

IN NO EVENT SHALL EPSON OR ITS AFFILIATES OR ANY OF EPSON’S OR ITS AFFILIATES RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT,

STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EPSON'S AND ITS AFFILIATES CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS EULA AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY EPSON UNDER THIS EULA FOR THE IMMEDIATELY PRECEDING SUBSCRIPTION TERM.

17. INDEMNITY

You will indemnify, defend and hold EPSON harmless (and EPSON's employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

(a) any actual or alleged breach of your representations, warranties, or obligations set forth in this EULA, including without limitation any Security Breach, and any violation of our policies or the card associations' rules;

(b) your wrongful or improper use of the EPSON OmniLink Components, EPSON Platform or EPSON Data;

(c) any transaction submitted by you through the EPSON OmniLink Components or EPSON Platform (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you);

(d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights;

(e) your violation of any applicable law, rule or regulation; or

(f) any other party's access and/or use of the EPSON OmniLink Components, EPSON Platform or EPSON Data with your user names, password and any other sign on credentials/access controls for the EPSON OmniLink Components, EPSON Platform, EPSON Data, or any software provided or approved by EPSON to authenticate access to, and use of, the EPSON OmniLink Components, EPSON Platform, EPSON Data, and any software.

18. REPRESENTATION AND WARRANTIES

You represent and warrant that:

(a) you are validly existing, in good standing and have the right, power, and authority to enter into and perform under this EULA;

(b) any sales transaction submitted by you (i) is genuine and arises from a genuine sale or service that you directly sold or provided, (ii) accurately describes the goods or services sold and delivered to a purchaser and (iii) represents the correct amount of goods or services purchased from your business;

(c) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the consumer;

(d) you, all transactions initiated by you and your use of the EPSON OmniLink Components, EPSON Platform and EPSON Data will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations and card association rules and regulations;

(e) except in the ordinary course of business, no sales transaction submitted by you through the EPSON OmniLink Components or EPSON Platform will represent a sale to any principal, partner, proprietor, or owner of your entity;

(f) you will not use the EPSON OmniLink Components, EPSON Platform or EPSON Data, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the EPSON OmniLink Components or EPSON Platform; and

(g) you are not engaged in and will not accept payment for any illegal activity, in the legal jurisdiction(s) in which you do business or provide goods and/or services.

19. CONSENT TO ELECTRONIC COMMUNICATION

A. You agree that EPSON, its affiliates and its third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

B. You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from EPSON, its affiliates and its third party sales contractors and/or agents.

20. AMENDMENT

EPSON has the right to change or add to this EULA at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the EPSON OmniLink Components, EPSON Platform or EPSON Data with notice that EPSON in our sole discretion deem to be reasonable in the circumstances, including such notice on EPSON's website or any other website maintained or owned by EPSON. Any use of the EPSON OmniLink Components, EPSON Platform or EPSON Data after EPSON's publication of any such changes or providing notice shall constitute your acceptance of this EULA as modified.

21. ASSIGNMENT

This EULA, and any rights or licenses granted hereunder, may not be transferred or assigned by you (including by operation of law, transfer of voting control of you or otherwise) without EPSON's prior written consent, but may be assigned by EPSON without restriction.

22. DISPUTE RESOLUTION

Certain portions of this Section 22 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and EPSON agree that we intend that this Section 22 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 22 can only be amended by mutual agreement.

A. Binding Arbitration. If any controversy, allegation, or claim relates in any way to your use of the EPSON OmniLink Components, EPSON Platform or EPSON Data (collectively, "**Dispute**"), then you agree the Dispute shall be submitted to confidential arbitration in Los Angeles, California, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of California. Arbitration under this EULA shall be conducted pursuant to the streamlined Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. ("JAMS"); this Agreement shall otherwise be construed in accordance with the internal laws of the State of California without regard to California's choice of law principles. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

B. Limited Time to File Claims. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of

the EPSON OmniLink Components must be filed within one (1) year after such claim or cause of action arose or be forever banned.

C. Class Action Waiver. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATIONS OR OTHER PROCEEDINGS THAT INVOLVE ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. YOU AND EPSON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

23. GENERAL PROVISIONS

This EULA constitutes the entire and complete legal agreement between you and EPSON regarding its subject matter, and completely replaces any prior or contemporaneous agreements or understanding, written or oral, between you and EPSON regarding its subject matter. This EULA does not limit any rights that EPSON may have under trade secret, copyright, patent or other laws. A failure by EPSON to enforce any right or provision of this EULA will not constitute a waiver by EPSON of future enforcement of that right or provision or any other right or provision. If any provision of this EULA is held to be invalid or unenforceable, the provision will be inoperative only to the extent necessary and will be severed from the remainder of this EULA. The remaining provisions of this EULA will remain in full force and effect. Except for affiliates of EPSON, no persons will be third party beneficiaries to this EULA. You may not assign or transfer any of your rights and obligation under this EULA, in whole or in part, by operation of law or otherwise, without the prior written approval of EPSON. You will enter into any documents required by EPSON to effectuate an assignment or transfer by EPSON of its rights and obligations under this EULA. You acknowledge and agree that it is your responsibility to ensure that your use of the EPSON OmniLink Components, EPSON Platform and EPSON Data is in accordance with all applicable laws and regulations. The provisions of this EULA, which by their nature should survive any termination, will survive.

24. CONTACTING EPSON

If you have any questions, please send an email to joel_doherty@ea.epson.com. All legal notices to us must be mailed to: 3840 Kilroy Airport Way, Long Beach CA (Attention: Legal Counsel). When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.