

EPSON EU DATA AGREEMENT WITH USER

The Epson EU Data Agreement with Users (the “Agreement”) is entered into between Seiko Epson Corporation and Epson Europe B.V. (each of which referred to as a “Data Holder” and together as “Data Holders”) and the User (as defined below). The Data Holders and the User are hereinafter referred to as the “Parties,” and each individually as a “Party.”

1. PURPOSE AND SCOPE

- 1.1 This Agreement is intended to ensure compliance with Regulation (EU) 2023/2854 (the “EU Data Act”) and governs the sharing of Data between the Data Holders and the User.
- 1.2 The Agreement is incorporated into, and forms an integral part of, any Epson Agreement, and its terms prevail over any conflicting terms in any Epson Agreement.
- 1.3 The Data covered by this Agreement consists of any Readily Available Product Data and Related Service Data obtained, generated, or collected by or through Epson Connected Products or Related Services placed on the EU market on or after 12 September 2025. Further details on Epson Connected Products and Related Services are provided in the user information notice available at <https://www.epson.eu> (the “EU Data Act User Information Notice”).

2. DEFINITIONS

2.1

- (a) “Additional User” means any natural or legal person in the European Economic Area (“EEA”) who is granted the right by the initial User to use the Connected Product and/or Related Service, while the initial User continues to retain its status as a User.
- (b) “Connected Product” means an Epson device that obtains, generates or collects data concerning its use or environment and that can communicate Product Data via an electronic communications service, physical connection or on-device access, and whose primary function is not the storing, processing or transmission of data on behalf of any party other than the User.
- (c) “Data” means any Readily Available Product Data or Related Service Data and may include both Non-Personal and Personal Data.
- (d) “Data Recipient” means a natural or legal person in the EEA, acting for purposes which are related to that person’s trade, business, craft or profession, other than the User of a Connected Product or Related Service, to whom the Data Holders make Data available, including a third party following a request by the User to the Data Holder or in accordance with a legal obligation under EU law or national legislation adopted in accordance with EU law.
- (e) “Epson Agreement” means any executed written agreement between a Data Holder, on the one hand, and the User, on the other hand (including where concluded through an Epson distributor, retailer, reseller, service provider, partner, or any other third party acting on their behalf), regarding the purchase of a Connected Product or Related Service.
- (f) “Product Data” means Data generated using a Connected Product that the manufacturer designed to be retrievable, via an electronic communications service, physical connection or on-device access, by a User, Data Holder or a third party, including, where relevant, the manufacturer.
- (g) “Readily Available Data” means Product Data or Related Service Data that a Data Holder lawfully obtains or can lawfully obtain from the Connected Product or Related Service, without disproportionate effort going beyond a simple operation.

- (h) “Related Service” means an Epson digital service, other than an electronic communication service, including software, which relates to a Connected Product at the time of the purchase, rent or lease in such a way that its absence would prevent the Connected Product from performing one or more of its functions, or which is subsequently connected to the product by the manufacturer or a third party to add to, update or adapt the functions of the Connected Product.
- (i) “Related Service Data” means Data representing the digitization of User actions or of events related to the Connected Product, recorded intentionally by the User or generated as a by-product of the User’s action during the provision of a Related Service by the provider.
- (j) “Subsequent User” means any natural or legal person in the EEA to whom the User contractually transfers (i) the ownership of the Connected Product, (ii) temporary rights to use the Connected Product, or (iii) the rights to receive Related Services, in such a way that the transferring User no longer retains the status of User after the transfer.
- (k) “Trade Secret” means information which meets all of the following requirements: (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, (b) it has commercial value because it is secret and (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.
- (l) “User” means a natural or legal person in the EEA that owns a Connected Product or to whom temporary rights to use that Connected Product have been contractually transferred, or that receives a Related Service.
- (m) “Personal Data” means any information relating to an identified or identifiable natural person as per Article 4 (1) of Regulation 2016/679 (the “GDPR”).
- (n) “Non-Personal Data” means any Data that is not Personal Data.

2.2 Unless otherwise defined in this Agreement, terms used herein that are defined in the EU Data Act have the meanings given therein.

3. DATA USE AND SHARING BY THE DATA HOLDERS

3.1 **Use and sharing of Non-Personal Data by the Data Holders.** The Data Holders undertake to use Data that is Non-Personal Data only for the following purposes:

- (a) performing any Epson Agreement or activities related to such agreement (e.g., providing device, products and services, issuing quotations and invoices, generating and providing reports and analysis);
- (b) providing support, warranty, guarantee or similar activities, to assess User’s, Data Holders’ or third parties’ claims related to any Connected Product or Related Service (e.g., product liability claims);
- (c) monitoring and maintaining the functioning, safety and security of any Connected Product or Related Service and ensuring quality control (e.g., generating and providing diagnostics, investigating alleged misconduct);
- (d) improving the functioning, safety and security of any Connected Product or Related Service offered by the Data Holders (e.g., optimizing it, carrying out updates, developing algorithms);

- (e) developing new Connected Products, Related Services or functionalities by the Data Holders or any other third parties acting on its behalf, or in collaboration with other third parties;
- (f) aggregating Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holders from the Connected Product to be identified or allow a third party to derive those data from the dataset; and
- (g) complying with legal obligations and legitimate requests by law enforcement and other state or governmental authorities and institutions.

3.1.2 The Data Holders undertake not to use the Data to derive insights about the economic situation, assets and production methods of the User or about the use of any Connected Product or Related Service by the User in any other manner that could undermine the User's commercial position in the markets in which the User operates.

3.2 **Sharing of Non-Personal Data with third parties.** The Data Holders may share Non-Personal Data with any third party (including their affiliates, distributors, retailers, resellers, service suppliers, and other partners), provided that such third parties use the Data solely for achieving the purposes set out in Article 3.1. When sharing Non-Personal Data with third parties, the Data Holders will contractually bind the third parties not to share the Data further.

3.3 **Use of processing services.** The Data Holders may always use processing services (e.g. cloud computing services, hosting services, or similar services) to achieve the purposes set out in Article 3.1. Third parties may also use such services to achieve, for their own account and under their own responsibility, the agreed purposes set out in Article 3.2.

3.4 **Use and sharing of Personal Data.** The Data Holders may use or share with third parties or otherwise process Data that are Personal Data under a legal basis provided for and under the conditions permitted by the GDPR, Directive 2002/58/EC or any other applicable data protection legislations.

3.5 **Protective measures.** The Data Holders undertake to implement protective measures, appropriate to the circumstances, to prevent unauthorized access to or loss of Data, taking into account the state of science and technology, the potential harm to the User's access and use of the Data, and the costs associated with such measures.

4. DATA ACCESS BY THE USER UPON REQUEST

4.1 **Making Data available to the User.** The Data, together with the relevant metadata necessary to interpret and use those Data will be made accessible to the User (or a Data Recipient indicated by the User) by the Data Holders, at the request of the User. Such request can be submitted using the form available on Epson website https://www.epson.eu/en_EU/contact-us-about-your-data (the "Epson Portal").

4.2 **User declaration.** Upon making a request, the User must be either the owner of the Connected Product or contractually entitled to use the Connected Product under a rent, lease or similar agreement and/or to receive the Related Service. The User commits to provide to the Data Holders any relevant supporting documentation, upon request from any of the Data Holders.

4.3 **Availability of Personal Data.** When the User is not the data subject, the Data Holders shall make the Data which is Personal Data only available to the User when there is a valid legal basis for making Personal Data available according to the GDPR or any applicable data protection legislations. In that respect, when the User is not the data subject, the User must indicate to the Data Holders, in each access request, the legal basis for processing according to the GDPR upon which the making available of Personal Data is requested.

4.4 **Making Data available to a Data Recipient.**

4.4.1 The User acknowledges that the Data Recipient to whom the Data Holders make the Data available based on the User's request must only process the Data for the purposes and under the conditions agreed with the User. The Data Holders must not be held liable towards the User for the absence of such an agreement between the User and the Data Recipient.

4.4.2 The User must, without undue delay, inform the Data Holders when intending to make Data protected as Trade Secrets available to a Data Recipient, specifying the Data concerned, as well as the identity, place of establishment, and contact details of the Data Recipient. In such cases, the Data Holders may require the Data Recipient to adopt appropriate technical and organizational measures to ensure confidentiality, in accordance with Article 5.2.

5. DATA USE BY THE USER

5.1 **Permissible use and sharing of Data.** The User may use the Data made available by the Data Holders upon request for any lawful purpose and/or, to the extent that the Data is transferred to or can be retrieved by the User, share the Data freely subject to the limitations listed in clause 5.3.

5.2 **Protection of Trade Secrets, Intellectual Property and Confidential Information.**

5.2.1 If the Data includes Trade Secrets, intellectual property or confidential information, the Data Holders may require the User to take necessary technical and organizational measures to preserve its confidentiality. These measures may include signing a non-disclosure agreement (NDA), implementing strict access protocols, technical standards, or other contractual arrangements.

5.2.2 The User agrees to implement these measures and not to alter or remove any of them. Where a User, or third parties of the User's choice, fail to implement agreed measures or undermine the confidentiality of the Trade Secrets, the Data Holders may withhold or suspend the sharing of Data. In exceptional case where the technical and organizational measures would not be sufficient to prevent a highly likely risk that the Data Holders suffer serious economic damage from the disclosure of Trade Secrets, the Data Holder may refuse a request for access to the Data.

5.3 **Unauthorized use and sharing of Data.** The User undertakes not to:

- (a) use the Data to develop a Connected Product or Related Service that competes with the ones offered by the Data Holder, nor share the Data with a third party for that purpose;
- (b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable, the Data Holder;
- (c) use coercive means or abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data, in order to obtain access to Data;
- (d) share the Data with a third-party considered as a gatekeeper according to Article 3 of Regulation (EU) 2022/1925; or
- (e) use the Data received for any purposes that infringe EU law or applicable national law.

5.4 **Protective measures.** The User undertakes to implement protective measures, appropriate to the circumstances, to prevent unauthorized access to or loss of Data, taking into account the state of science and technology, the potential harm to the Data Holders' access and use of the Data, and the costs associated with such measures.

6. TRANSFER OF USE AND MULTIPLE USERS

6.1 **Transfer of use.** In the event of a transfer of the User's right to use of the Connected Product or Related Service to a Subsequent User, the initial User must:

- (a) use their best efforts to assign to the Subsequent User, as of the effective date of the transfer, this Agreement, including its rights and obligations under this Agreement, and the Data Holders agree in advance to such assignment; and
- (b) notify the Data Holders of the transfer and provide a copy of the executed assignment.

The transfer does not affect the Data Holders' rights to use any Data generated prior to the transfer.

6.2 **Multiple users.** Where the initial User grants their rights to an Additional User, the initial User must:

- (a) on behalf of the Data Holder, include in the agreement between the initial User and the Additional User provisions substantially reflecting the content of this Agreement; and
- (b) act as a first contact point for the Additional User, if the Additional User makes a Data access request through the Epson Portal.

6.3 **Liability of the initial User.** To the extent that the initial User's failure to comply with obligations according to Articles 6.1 and 6.2 leads to the use and sharing of Data by the Data Holders in the absence of a contract with the Subsequent User or Additional User, the initial User will indemnify the Data Holders in respect of any claims for damages by the Subsequent User or Additional User towards the Data Holders for their use of the Data after the transfer or temporary use of the Connected Product and/or Related Service.

7. TERM AND TERMINATION

7.1 **Term.** This Agreement becomes effective on the date of the User's acceptance and continues in effect until terminated pursuant to the terms of this Agreement.

7.2 **Termination for cause.** Each Party may terminate this Agreement for cause with immediate effect if the other Party materially breaches the terms of this Agreement and is not able to rectify the breach within thirty (30) days from the receipt of written notification thereof.

7.3 **Termination due to destruction or transfer.**

7.3.1 This Agreement terminates immediately without any further action upon:

- (a) the destruction of the Connected Product or permanent discontinuation of the Related Service, or when the Connected Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner;
- (b) the User losing ownership of the Connected Product or Related Service when the User's rights with regard to the Connected Product or Related Service under a rental, lease or similar agreement come to an end; or
- (c) mutual agreement.

7.3.2 Points (b) and (c) must be without prejudice to the Agreement remaining in force between the Data Holders and any Subsequent User or Additional User.

7.4 **Effects of termination.** The termination of this Agreement has the following effects:

- (a) both Parties are released from their obligation to perform or receive future services or deliveries, without prejudice to any rights or liabilities accrued up to the date of termination;
- (b) the Data Holders must cease retrieving any Data generated or recorded as of the termination date;
- (c) the Data Holders will remain entitled to use and share the Data generated or recorded before the termination date as specified in this Agreement; and

- (d) the provisions of this Agreement which, by their nature, are meant to remain in effect after the termination of this Agreement, remain in effect.

8. MISCELLANEOUS

- 8.1 **Limitation of liability.** The Data Holders decline any liability in connection with any unauthorised use or action by the User of the Data, or any alteration or removal of technical protective measures implemented by the Data Holders in accordance with Article 3.5. To the extent permitted by law, the maximum liability of the Data Holders under this Agreement is expressly limited to the price paid by the User for the Connected Product and/or the amount payable by the User for the Related Service during the last 12 months preceding the breach.
- 8.2 **Force majeure.** Neither Party must be liable for delays or damages resulting from an obstacle outside the sphere of influence of the Party, which cannot reasonably have been taken into account by the Party at the time of concluding this Agreement, and the consequences of which the Party could not reasonably have been expected to avoid or overcome.
- 8.3 **Notifications.** Any notifications under this Agreement must be in writing, sent by prepaid post, or transmitted by electronic means, including email, provided that the sender retains proof of sending. Notifications applicable to all Users may, at the Data Holders' discretion, also be provided through Epson website and/or the Data Holders' website. Any notifications to the Data Holders must be sent via the Epson Portal (https://www.epson.eu/en_EU/contact-us-about-your-data).
- 8.4 **Unilateral changes.**
 - 8.4.1 The Data Holders reserve the right to unilaterally modify the terms of this Agreement for a legitimate reason, such as (a) a material change in the provision of the Connected Product or Related Service; (b) a change in any applicable law, regulation, or industry standard requiring modification of the terms of this Agreement; or (c) the introduction of new technologies, or significant changes to existing technologies, that materially impacts the provision of the Connected Product or Related Service.
 - 8.4.2 The Data Holders will notify the User of any amendment to this Agreement through a notification on the Connected Product or via the application associated with the Related Service. The amendments shall take effect after a reasonable notice period of one (1) month (unless otherwise specified in the notice). In the event of an unilateral amendment, the User retains the right to terminate this Agreement in accordance with Article 7.
- 8.5 **Assignment.** The Data Holders reserve the right to assign this Agreement, in whole or in part, to any of its Affiliate or to any third party.
- 8.6 **Severability.** If any provision of this Agreement is found to be void, invalid, voidable or unenforceable for whatever reason, and such provision is severable from the remaining terms, the remaining provisions continue in full force and effect. Any resulting gaps or ambiguities in this Agreement must be addressed in accordance with Article 8.7.
- 8.7 **Interpretation.** Any provision in this Agreement must be interpreted so as to comply with the EU Data Act and other EU law or national legislation adopted in accordance with EU law as well as any applicable national law that is compatible with EU law and cannot be derogated from by agreement.
- 8.8 **Language.** In case of any inconsistency or conflict between the English version of this Agreement and any translated version, the English version prevails.
- 8.9 **Governing law.** This Agreement is governed by, and interpreted in accordance with, the laws of the Netherlands, unless local law supersedes.
- 8.10 **Dispute resolution.** The Parties agree to use their best efforts to resolve any dispute arising out of or in connection with this Agreement amicably. If a dispute cannot be resolved amicably, the courts of Amsterdam have exclusive jurisdiction to settle it, unless local law supersedes.