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1. Introduction; Epson provides the Moverio Developer Programme (hereinafter the “Programme”) free of charge to you on the basis of the following terms and conditions (“Terms and Conditions”). By accessing any Epson Service offered on this website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Epson from time to time by posting the updated Terms and Conditions without prior notification to you. You should check the Terms and Conditions each time you access the website to check for updates.

2.; The Programme is intended to develop collaboration with local or Pan-European Independent Software Vendors (hereafter “ISV”), who develop their business using the Epson Moverio Smart Eyewear range of products (hereafter “Epson products”). For more information about the Programme please contact us at www.epson.eu/developers. The Programme is a referral programme by means of notifying Epson customers of available software partners which are developing solutions compatible with the Epson Products.

Listing an ISV's software on an Epson website, including ISV software in promotional materials, point of sales material or any other marketing material does not mean Epson validates or is responsible for the ISV's software. For the avoidance of doubt, Epson does not approve, recommend, certify, authenticate, validate or give any warranties on the quality, effectiveness, durability, suitability or otherwise of an ISV software.

3. Eligibility; This Programme is only available in the EMEA countries.

To become a Member of the Programme, which is to the discretion of Epson to decide, the ISV must be an active player in the development of Android-based Augmented Reality applications fully optimized for the Epson Products and have as well the capability to provide customized and on-demand solutions. To apply to the Programme the ISV will have to show to Epson representatives past or ongoing projects developed for the Epson Products and led for customers.

Epson will inform potential Members by email whether or not they become a Member to the Programme within 3 weeks from receipt of the Application Material(s). Epson shall have the right at its sole discretion to decline any application to the Programme, Epson shall not be liable for any damages incurred for declining the application,

4. Membership; To apply to the Programme, you represent that you are a business meaning that you are acting for purposes relating to your trade, business, craft or profession. You are at least the legal age of majority and you have full right, power, authority to enter into the Programme on behalf of an entity and you have all necessary legal

authority to bind such entity to the Programme. An applicant ISV must accurately complete all sections of the application form on www.epson.eu/developers. All details which an ISV provides must be true and accurate.

The ISV will be asked to list all of the segments he wants to be featured in. The purpose is for Epson to classify ISVs in professional categories and facilitate the way customers can search for relevant developers depending on their needs. The ISV must provide proof that he has a working and relevant solution for each segment he applies for. This proof can be:

- A sample Moverio application that can be tested at Epson side
- Or in case where the sample could not be replicated at Epson side, a video showing the solution working (computer-generated imagery not accepted)

Applications provided without proof of a Moverio compatible solution for the targeted segment(s) will automatically be dismissed.

Software application(s) or video(s) provided for the purpose of considering an ISV application (hereinafter Application Material(s)) to the Programme will solely be used internally by Epson in this context and will not be reused.

5. Services; The Programme is designed to collaborate with the Members by providing information, tools and support (“Services”) to integrate and advertise their solutions with the Epson Products.

The participation in the Programme does not create any other legal relationship between the Members and Epson, such as principal-agent, partners, franchisor-franchisee, employer-employee, supplier-consumer or otherwise. The Members have no power or authority to bind Epson or to act in any legal capacity on Epson’s behalf and are not engaged as a commercial agent.

6. ISV Obligations;

The ISV warrants and represents that its software, solution or any other materials (hereinafter the Software) used with the Epson Products do not infringe any right of a third party and comply with the applicable law including but not limited to data protection, intellectual property or any consumer protection legislation.

Epson does not process nor have access to any personal data collected through the ISV’s Software. The ISV is solely responsible for the process of any personal data collected through the Software and warrants and represents to protect the privacy and the legal rights of the customers installing and using its Software and shall comply with all applicable data protection and privacy laws and regulations. The ISV shall hold customer’s information in strict confidence and protect customer’s information by implementing appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing.

The ISV is solely responsible for providing accurate information about the Software, and will not make any false, inaccurate, or misleading claims or statements regarding its Software.

The ISV is solely responsible for the support and maintenance of its Software and any demands, complaints or claims from customers about the Software as well as for notifying customers of upgrades it makes to its Software applications.

Each ISV is solely responsible for upgrading its Software to achieve compatibility at all times with Epson Products. ISVs may be required to provide proof of continuing compatibility of their Software applications with Epson Products.

For the avoidance of doubt, the relation between the ISV and its customers is independent from the relation between Epson and the ISV and its participation in the Programme. The ISV may distribute its Software at its sole discretion.

Epson does not guarantee any minimum volume of sales of Software by an ISV due to the listing of the ISV's Software on Epson websites or promotional materials.

ISVs may share demonstration apps to be publicly communicated and used by Epson (Demonstration Materials). In this case, the ISV grant to Epson an indefinite, non-exclusive, royalty free, worldwide license to use in any marketing communication or media the Demonstration Materials as well as case studies for promotional purposes. Epson may use the Demonstration Materials or case studies from the moment they have been provided to Epson. Epson may use the Demonstration Materials, case studies and and/or logo of the ISV in all marketing materials for the same purposes.

The ISV represents and warrants that is the legitimate holder of all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights in and to the Demonstration Materials, case studies and the ISV Software under the applicable law. If the ISV uses third party materials, ISV represents and warrants to have been granted by the legitimate owner the right to distribute, sell and sublicense the third party materials in the Demonstration Materials or the Software.

Except for what stated in the terms and conditions of the Programme, Epson and the ISV agree that each party obtains no right, title or interest from the other party (or the other party licensor's) under the Programme.

7. Termination Membership of Programme;

Epson is entitled to cancel the membership of a Member at any time and for any reason, including but not limited to the following events:

- if a Member is adjudged or becomes bankrupt or insolvent, petitions for protection against auditors, fails or is unable to pay its debts as they become due; or
- if a Member voluntarily or involuntarily undertakes to dissolve or wind up its affairs.
- if Epson is of the opinion that the confidentiality of data cannot be secured or if you do not abide by the terms and conditions herein; or
- if Epson finds a Member to abuse its privileges under this Programme and/or threatens the reputation of Epson in any way.
- if the compatibility of an ISV software with Epson Products is not maintained or consistently fails over a period of time.
- if at Epson' opinion the ISV consistently fails over a period of time to answer to potential customer's requests left via the Programme website
- If Epson decide at its sole discretion to terminate the Programme at any time.

Cancellation of the membership will be immediate and the Member will lose all privileges and rights of this Programme immediately. After the termination of the Programme for any reason, the ISV will immediately cease to use EPSON images, logos, brand names or trademarks.

The ISV is also free to withdraw from this Programme at any time by giving the other party 2 week's email notice. This will lead to the removal of all information concerning the ISV featured on the Programme website,. Epson will cease using Demonstration Materials provided by the ISV. However, Epson may continue using the case studies for an indefinite period.

8. Contact; Members can contact Epson at the following email address: moverio@epson.eu.

9. Copyright and intellectual property;

The copyright and any intellectual property rights to in all materials provided in the Epson Products and the website and/or Services are held solely by Epson or by its licensors and the Members agree to only use it within the context of the Programme. Nothing contained in this agreement shall constitute the grant of any license or a transfer of any intellectual property right. None of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Epson or its licensor. Unauthorized publication or exploitation of these materials, or use of Epson's trademarks or logo's is specifically prohibited.

Epson may use any information, suggestions or ideas provided to Epson by the ISV in relation to the Epson Products pursuant to the participation in the Programme.

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10. Publicity. ISV acknowledge and accept that Epson may use ISV's company name or other identifying name or proprietary trademark of the ISV's for advertising, referral, publicity or other similar purposes and to publish it in any media including, without limitation, any electronic or digital media.

11. Confidentiality:

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Epson do not warrant that the Epson Products will meet ISV's requirements, operate error free, without interruption, or in combination with any software, or that all program defects are correctable. Epson shall not be responsible or liable for any claims related to the use of the Epson Products by the ISV.

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Products for loss, injury or damage due to fair wear and tear, negligent or improper installation, use, maintenance, storage or handling of the Epson Product by any person, firm or company other than Epson and its employees, including (but not limited to) any use or operation of the Epson Product not strictly in accordance with Epson's or the manufacturer's instructions or any repair or alteration to any of the Epson Product not done in accordance with Epson's current service manuals and technical bulletins.

Epson will not repair or replace products if, in Epson's opinion, the problem is due to:

- (i) externally caused damage;
- (ii) use outside specification (as defined by the product manufacturer, whose decision whether a product is used outside its specification or not is final);
- (iii) accessories, parts or consumables which are not Epson branded or approved; or
- (iv) modifications made to the product as originally supplied by Epson;
- (v) drivers or other software supplied with the product. Modifying or correcting these is subject to the license supplied with the software

The ISV shall indemnify and keep Epson harmless from and against all liability, loss, damage, costs, claim and expense (whether direct or indirect and including legal costs) incurred or suffered by Epson arising out or in connection with the use of the Software, demonstration application, the case story or any other associated material provided by the ISV directly to Epson or the customer, as well as for the breach of any commitment or representation by the ISV in this Terms and Conditions.

14. Personal Information of the ISV; Epson may collect your personal information for the purpose of your participation in the Programme. By applying to the Programme you agree and consent to the use of your personal data by Epson.. Epson shall process your personal data in accordance with applicable Data Protection Laws and Regulations and the Epson's Privacy Policy. You will be able at any time to require Epson to modify, update, clarify or remove your personal data.

15. Third Party Companies and Services ; References on the website to third party services, companies, and third party websites is for information purposes only and constitutes neither an endorsement nor an authorization. Epson makes no representations regarding the quality, safety or suitability of any products or other Services provided by any other third party companies. All third party services must be ordered directly from the vendor and all licenses and warranties, if any, are made between you and the vendor. Links to third party web sites are provided solely as a convenience to you. Epson has no control over the contents of any other website and accepts no liability in respect of the content, information, products on the site or for materials and information contained in any such third party website.

16. Governing Law; These Terms and Conditions shall be governed by and construed in accordance with Dutch law. Disputes arising in connection with these Terms and Conditions that cannot be solved amicably shall be subject to the exclusive jurisdiction of the Amsterdam courts.