



## Epic Online Services Developer Agreement

# EPIC ONLINE SERVICES DEVELOPER AGREEMENT

LAST UPDATED 7th OF DECEMBER 2022

Epic has developed a set of online services for you to use in your Video Games. Epic intends to provide these services to you for use in your Video Games in the same manner and at the same level of quality as Epic expects for Epic's own Video Games.

Epic offers two tiers of services: Live Services and Preview Services. Live Services are Services that Epic intends to offer on a long-term basis. Preview Services are early preview releases which are expected to change as Epic continues development and for which Epic is soliciting your feedback. All services are Live Services unless otherwise specified in the relevant Service Addendum.

Please read this Agreement carefully. It is a legal document that explains your rights and obligations related to your use of the SDK and related Services. You may only use these services if you comply with the terms of this Agreement. By clicking "Accept," downloading or using the SDK, or accessing the Services, you agree to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, do not download or use the SDK or access any Services.

Certain words or phrases are defined to have certain meanings when used in this Agreement. Those words and phrases are defined below in Section 12.

If your primary residence (or primary place of business, if you are a legal entity like a corporation or an academic institution) is in the United States of America, your agreement is with Epic Games, Inc. If it is not in the United States of America, your agreement is with Epic Games International S.à r.l., acting through its Swiss branch.

You affirm that you are at least 13 years old or the age of digital consent in the country of your residence, whichever is higher.

## 1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish terms regarding your use of the SDK and related Services. Accepting this Agreement enables you to access the Services listed in the Service Addendum for Standard Services below. You may access additional Services by accepting the applicable Service Addenda, which may include Service or feature-specific terms. This Agreement together with any Service Addenda and any documentation incorporated by reference constitute one single agreement.

## 2. SERVICES

- 2.1. During the term of this Agreement, Epic will make available the Services and use commercially reasonable efforts to provide such Services in substantially the same manner and level of quality that Epic provides with respect to services for its own games, taking into consideration whether such Services are Preview Services or Live Services.
- 2.2. Epic's obligations under Section 2.1 are conditioned upon (a) your ongoing, good-faith cooperation to perform all tasks necessary, or reasonably requested by Epic, to integrate the SDK and ensure that your Video Games are compatible with the SDK and Services, and (b) your compliance with all applicable terms of this Agreement.
- 2.3. If you do not use or access a particular Service for a period of one year or longer, upon thirty (30) days' notice Epic may delete any data relating to such Service that is stored or maintained through the Service.

## 3. LICENSE GRANT

- 3.1. During the term of this Agreement, subject to the terms and conditions of this Agreement, and subject to your compliance with such terms and conditions, Epic hereby grants you a non-sublicensable, terminable, non-exclusive, royalty-free license only to: (a) use the Epic Materials internally to evaluate the Services for use in connection with your Video Games; (b) use the Epic Materials to integrate the Services in applications related to your Video Games, including by incorporating Distributable Code in your Video Games; and (c) distribute the Distributable Code, incorporated in object code format only as an inseparable part of your Video Games, to end users who are subject to an end user license agreement which explicitly disclaims any representations, warranties, conditions, and liabilities related to the Epic Materials.
- 3.2. All rights granted to you under this Agreement are granted by express license only and not by sale, and all of those rights are limited by the terms of this Agreement. No license or other rights will be created hereunder by implication, estoppel, or otherwise.
- 3.3. Accounts and Credentials
  - 3.3.1. In order to download the SDK or access the Developer Portal, you must set up an Account. You may not share or allow others to use your Account. You are responsible for the security of your Account. Use of your Account, including in the Developer Portal, is subject to Epic's terms of service and privacy policy.
  - 3.3.2. In order to use the Services, Epic may provide you with Credentials. You may only share Credentials with Licensed EOS Developers to utilize the Credentials in good faith to use the Services in connection with your Video Game. You agree not to share your Credentials with any third party except as permitted above.

## 4. LICENSE RESTRICTIONS AND ACCEPTABLE USE

- 4.1. You agree not to, and you will not permit any third party to:
  - (a) access the Services or Epic Materials except through the SDK, the Developer Portal, or as otherwise expressly authorized by Epic;
  - (b) use the SDK with any applications or software other than in connection with your Video Games;
  - (c) combine, distribute, or otherwise use the SDK with any code or other content which is covered by a license that would directly or indirectly require that all or part of the SDK be governed under any terms other than those of this Agreement; or
  - (d) utilize Epic Materials or the Services:
    - (1) in any manner that violates any applicable law or regulation;
    - (2) to interfere with any third party's access to any of the Epic Materials or the Services, intentionally or otherwise;
    - (3) to tamper with or circumvent technical restrictions on use, access, storage, or any function of the Services or Epic Materials, for example by using access Credentials you are not authorized to use; or
    - (4) in an unreasonable or excessive manner given the scope, nature, and content of your Video Game, for example to conduct a DDOS attack on the Services.
- 4.2. Epic reserves the right to immediately remove content stored or maintained through the Services or disable access to, suspend, or terminate the Services to comply with applicable law or if you are in violation of this Section 4 or any Service Addendum. You agree to provide information or other materials related to your use of the Services as reasonably requested by Epic to investigate the source of any problem with the Services or to verify your compliance with this Agreement.
- 4.3. Epic intends to be transparent in its management and enforcement of the restrictions above. Epic will keep you up-to-date and provide additional guidance on these issues through the Epic Online Services Acceptable Use Policy. In addition, technical documentation outlining how to use the SDK and the Services, including any technical restrictions on their use, is available on Epic's documentation page.

## 5. UPDATES AND AMENDMENTS

- 5.1. Epic may release SDK Updates from time to time and make them available via the Developer Portal. Epic will use commercially reasonable efforts to ensure each SDK Update is binary compatible with Video Games that integrate the prior version of the SDK. You will be expected to update your Video Games to use the SDK Update within three (3) years of its release. Beyond this time period, Epic intends to use commercially reasonable efforts to ensure continued backward compatibility of any Live Services, but Epic does not have any obligation to support any prior version for more than three (3) years from the time it has

received an SDK Update.

- 5.2. Epic may discontinue support for any Live Service upon three (3) years' written notice to you.
- 5.3. Epic may introduce breaking changes to any Preview Service at any time upon prior written notice to you.
- 5.4. Epic may issue an amended Agreement at any time in its discretion by providing notice to you or by providing you with digital access to the amended Agreement when you log in to the Developer Portal or download SDK Updates. You are not required to accept the amended Agreement. However, in order to use new SDK Updates or access new Services that Epic offers, you must accept the amended Agreement. Notwithstanding the foregoing, Epic may amend this Agreement with respect to the current version of the SDK or the current Services to comply with law or regulatory requirements, in which case Epic will provide reasonable notice to you.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Epic and its licensors retain all right, title, and interest including all Intellectual Property Rights in and to the Epic Trademarks, Epic Materials, and the Services. For the avoidance of doubt, all Intellectual Property Rights in the Distributable Code as integrated in your Video Game(s) shall remain the property of Epic. Epic retains all right, title, and interest in Epic-Owned Data. You must take reasonable and appropriate steps to protect all applications or systems that make use of Epic-Owned Data against unauthorized or unlawful access, use, destruction, loss, alteration, or disclosure. Please review each Service Addendum carefully for additional requirements relating to your use of Epic-Owned Data.
- 6.2. As between you and Epic, you (and your licensors, if any) retain all right, title, and interest including all Intellectual Property Rights in and to your Video Game(s) (excluding any Distributable Code and Epic Materials integrated therein) and Your Data. You grant Epic a non-exclusive, fully-paid, royalty-free, worldwide license to use and reproduce Your Data solely for the purpose of providing the Services. Epic takes reasonable and appropriate steps to protect all applications or systems that make use of Your Data against unauthorized or unlawful access, use destruction, loss, alteration, or disclosure.
- 6.3. Proprietary Notices; Trademarks
  - 6.3.1. You agree not to remove or destroy any copyright notices, trademarks, or other proprietary or confidential legends or markings placed upon or contained within or on any of the Epic Materials, including but not limited to on any documentation or materials related to the SDK.
  - 6.3.2. You acknowledge and agree that you have no rights with respect to any trademarks, service marks, trade names, or logos of Epic or its Affiliates (the "Epic Trademarks"). If you wish to make use of Epic Trademarks, please go to [dev.epicgames.com/branding](https://dev.epicgames.com/branding).
  - 6.3.3. The Services include features that allow you to post, submit, publish, display, or transmit to Epic and other Users your trademarks, service marks, trade names, or logos ("Your Marks"). You agree to grant and hereby grant to Epic a non-exclusive, fully-paid, royalty-free, worldwide license

to reproduce, distribute, publicly perform, publicly display, and use Your Marks, solely as uploaded by you and solely for the purpose of providing the Services.

- 6.4. As used herein, “Feedback” means suggestions, comments, ideas, and all other types of information, including software and code, which (a) you give or communicate directly or indirectly (including your employees, agents, contractors, or representatives) to Epic or its agents; and (b) relates to the SDK, its components, any Services, or the Developer Portal. You agree to grant and hereby grant to Epic a non-exclusive, fully-paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, non-terminable, transferable, and assignable license to reproduce, distribute, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, modify, and create derivative works based on, and otherwise exploit any and all Feedback for all current and future methods and forms of exploitation in any country. Any and all Feedback shall be subject to Epic’s underlying rights in the subject matter of such Feedback. You understand and agree that Epic is not required to make any use of any Feedback that you provide. You agree that if Epic makes use of your Feedback, Epic is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to Epic to grant Epic and other affected parties the rights described above. This includes but is not limited to Intellectual Property Rights and other proprietary or personal rights.
- 6.5. The SDK includes third-party software components (“Third-Party Software”). If Third-Party Software has separate software license or attribution requirements, the license terms or other attribution requirements for Third-Party Software components will be provided in the ThirdPartyNotices folder of the SDK.
- 6.6. Epic collects quality of service metrics relating to your use of the Services and SDK (“Quality of Service Metrics”) and uses Quality of Service Metrics only for the purpose of providing the Services. Quality of Service Metrics exclusively include telemetry data derived from API requests and additional data collected by the SDK. The Quality of Service Metrics collected by the SDK include a randomly-generated session identifier for each session making API calls, the number of API calls, latency, and HTTP and internal status codes (i.e., success and error codes).

## 7. NOTICES

Where this Agreement calls for notice from Epic, including written notice, Epic may provide notice to you at the email address that you use to register for or access the Services or at the relevant email address you may have configured for notices on the Developer Portal. Epic’s notices to you will be effective when they are sent to that email address.

## 8. DISCLAIMERS AND LIMITATION OF LIABILITY

- 8.1. The Epic Materials and Services are provided on an “as is” and “as available” basis, “with all faults” and without warranty of any kind. Epic, its licensors, and its and their Affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials and Services, including all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability,

fitness or suitability for any purpose (whether or not Epic knows or has reason to know of that purpose), system integration, accuracy or completeness, currency, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, Epic, its licensors, and its and their Affiliates make no warranty that (1) any of the Epic Materials and Services will operate properly, (2) the Epic Materials and Services will meet your requirements, (3) the operation of the Epic Materials and Services will be uninterrupted, bug free, or error free in any or all circumstances, (4) any defects in the Epic Materials and Services can or will be corrected, (5) the Epic Materials and Services are or will be in compliance with a platform manufacturer's rules or requirements, or (6) a platform manufacturer will approve any of your Video Games, or will not revoke approval of any Video Game for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed. Epic, its licensors, and its and their Affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials and Services. This paragraph will apply to the maximum extent permitted by applicable law.

- 8.2. To the maximum extent permitted by applicable law, neither Epic, its licensors, nor its or their Affiliates, nor any of Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or Services or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, data loss, computer failure or malfunction, or any and all other commercial damages or losses. To the maximum extent permitted by applicable law, in no event will Epic, its licensors, nor its or their Affiliates, nor any of Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Epic Materials or Services, or the delay or inability to use or lack of functionality of the Epic Materials or Services or any data loss, even in the event of Epic's or its Affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Epic or its Affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.
- 8.3. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, the foregoing limitations of liability shall apply only to the full extent permitted by law.

## **9. REPRESENTATIONS; INDEMNIFICATION**

- 9.1. You represent and warrant that
  - (a) you have the right, power, and authority to enter into this Agreement and to fully perform your obligations hereunder;
  - (b) you have executed and entered into all appropriate and necessary licenses with the various platform owners (for example, iOS, Xbox One, PlayStation 4, etc.) or other applicable entities to be a properly licensed developer for each platform prior to using or accessing the SDK or Services for that platform, and

you will treat any portions of the SDK or Services that are specific to each platforms as confidential information under such applicable license; and

- (c) all materials and information you submit to Epic in connection with your use of the Services are truthful, accurate, and do not infringe or violate the Intellectual Property Rights of any third party.
- 9.2. You agree to indemnify, pay the defense costs of, and hold Epic, its licensors, its and their Affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement, (b) any claim brought by any third party to whom you distribute or sublicense the Epic Materials in violation of this Agreement (including any claim that the Epic Materials infringes a patent), (c) any claim that any Video Game or any other matter you created or provided to Epic, or your exercise of the licenses granted under this Agreement, infringes any third party's Intellectual Property Rights or other proprietary or personal rights (except to the extent of any claim that your authorized use of the unmodified Epic Materials originally provided to you by Epic under this Agreement infringes any patent, trademark or copyright), (d) any federal, state, or foreign civil or criminal actions related to any Video Game you created (except to the extent a claim relates solely to unmodified Epic Materials originally provided to you by Epic under this Agreement), or (e) any claim that you did not have the necessary rights to provide Your Data to Epic. You agree to reimburse Epic on demand for any defense costs incurred by Epic and any payments made or loss suffered by Epic, whether in a court judgment or settlement, based on any matter covered by this Section 9.
- 9.3. If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

## 10. TERM AND TERMINATION

- 10.1. This Agreement, including any Services Addendum(s), will continue in effect unless terminated as described below in this Section 10.
- 10.2. Epic may terminate this Agreement or any individual Service Addendum (i) if you materially breach any of your obligations set forth in this Agreement and fail to cure such breach within thirty (30) days of notice to you; (ii) immediately for cause if you breach any of your obligations under Section 4, Section 9, or any Service Addendum; (iii) if you do not use or access any Services for a period of one (1) year or longer; or (iv) upon three (3) years' written notice to you.
- 10.3. You may terminate this Agreement at any time.
- 10.4. Upon the date of termination of this Agreement, you will: (i) cease to use the Epic Materials, the Services, and the Developer Portal, (ii) destroy all tangible copies of the Epic Materials, together with all reproduction and modifications thereof, and (iii) if requested by Epic, deliver to Epic a written certification that you have complied with all of your obligations under this Section 10.4.

- 10.5. Epic and its Affiliates shall not be liable to you for damages of any kind, including direct, indirect, special, incidental, or consequential damages on account of termination of this Agreement for any reason whatsoever, even if Epic has been advised of the possibility of such damages.
- 10.6. Notwithstanding anything to the contrary contained herein, Sections 3.3 and 6-13 will survive any termination or expiration of this Agreement.

## 11. INTERNATIONAL DATA PROCESSING

Epic is a company with operations around the world. To help provide you with the Services, we and our service providers may process Your Data on servers and equipment located in the United States or any other countries where we or they operate. By using the Services, you agree to the transfer of Your Data to locations that may be outside your country of residence, including the United States. You acknowledge and agree that, as a condition of providing Epic with Your Data, you can legally transfer it to other countries like the United States for the purposes contemplated under this Agreement.

If Your Data includes personal data of data subjects in the European Union, you may be required to enter into a data processing agreement with Epic that includes Controller-to-Processor Standard Contractual Clauses. Other jurisdictions may have their own data processing agreement requirements for some parties and types of data. To learn more about data processing agreements that may be available to support your use of the Services, please contact Epic through the Developer Portal.

## 12. DEFINITIONS AND INTERPRETATION

As used in this Agreement, the following capitalized words have the following meanings:

“Account” means an Epic Games user account with a unique ID and associated password selected by you.

“Affiliate” means any person or entity that, either directly or indirectly, controls, is under common control with, or is controlled by a designated person or entity, whether such control is exercised by voting rights or otherwise.

“Agreement” means this Epic Games Online Services Developer Agreement, including any Service Addenda.

“Controller-to-Processor Standard Contractual Clauses” means the EU Standard Contractual Clauses for Controller-to-Processor data transfers approved by EU Commission decision 2010/87/EU dated February 5, 2010 ([https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en)).

“Credentials” means the digital keys provided by Epic to you that enable you to integrate and access the Services with your Video Game.

“Developer Portal” means the dashboard interfaces provided to you by Epic through which you may access and administer features and functionality related to the Services.

“Distributable Code” means the software components of the SDK that are intended for integration into and distribution with your Video Game and that Epic provides in the subdirectory called “Distributable Code.”



“Epic Material(s)” means the SDK, the Developer Portal, Epic-Owned Data, and any and all other materials and information provided by Epic pursuant to this Agreement.

“Epic-Owned Data” means the data identified in each Service Addendum as Epic-Owned Data.

“Epic Trademarks” has the meaning set forth in Section 6.3.

“Feedback” has the meaning set forth in Section 6.4.

“Intellectual Property Rights” means any and all intellectual property rights now known or hereafter existing, including trademarks, service marks, trade name rights, and similar rights, rights associated with works of authorship, including copyrights and moral rights, rights of privacy and publicity, rights in computer software, including source code and object code, database rights, trade secret rights, patents and patentable inventions, designs, algorithms, and other industrial property rights, rights in know how (whether or not patentable or protectable as a trade secret), and all other intellectual and proprietary rights (of every kind and nature throughout the world and however designated) (including logos, character rights, and “rental” rights), whether arising by operation of law, contract, license, or otherwise, and all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof (including rights in any of the foregoing) in any jurisdiction.

“Licensed EOS Developer” means a third party who is separately licensed by Epic to use the Epic Materials and Services.

“Live Service” means a Service that is not identified as a Preview Service in a Service Addendum.

“Preview Service” means a Service identified as a Preview Service in a Service Addendum and that Epic makes available for the purpose of testing and gathering feedback.

“SDK” means the software and other programming interfaces provided to you by Epic to integrate the Services in your applications related to your Video Games.

“SDK Update(s)” means the updates and upgrades to the SDK that Epic chooses to make available to users of the Services from time to time and which are not marketed as stand-alone software.

“Service(s)” means the game tools and services created by Epic and identified in a Service Addendum.

“Service(s)” include Preview Services and Live Services.

“Service Addendum” means any addendum to this Agreement that you have accepted specifying the applicable Service(s) for your Video Game and any applicable Service-specific terms.

“Standard Services” means the Services identified in the Service Addendum for Standard Services.

“Third-Party Software” has the meaning set forth in Section 6.5.

“Quality of Service Metrics” has the meaning set forth in Section 6.6.

“Video Game” means interactive video game software and related applications developed by you or on your behalf for entertainment purposes. Video Games shall not include any gambling-related products.

“You,” “your” or “yourself” means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your”, and “yourself” each include your Affiliates.

“Your Data” means any data that is not Epic-Owned Data provided to or received by Epic from you (or a third party on behalf of you) or a user of your Video Games in connection with your use of the Services under this Agreement, including any computational results derived from the use of Services.

“Your Marks” has the meaning set forth in Section 6.3.

## **13. MISCELLANEOUS**

- 13.1. You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Services or the Epic Materials, or this Agreement. You also agree not to seek to combine any action or arbitration related to the Services or the Epic Materials, or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.
- 13.2. Nothing contained in this Agreement shall be deemed to restrict Epic’s or its Affiliates’ ability to directly or indirectly acquire, license, develop, produce, distribute, market, or promote products competitive with your business.
- 13.3. You agree to obtain any necessary export license or other governmental approval prior to accessing, downloading, or using the Epic Materials or the Services. You represent and warrant that you do not appear on any United States list of prohibited or restricted parties (including Specially Designated Nationals List).
- 13.4. You and Epic are independent contractors and are not the legal representative, agent, joint venturer, partner, or employee of the other. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party.
- 13.5. You may assign this Agreement in whole, with prior written notice to Epic that includes the legal name and contact information of your assignee and the date of the assignment. By accessing the SDK or the Services, or using the Developer Portal your assignee unconditionally agrees to be bound by all terms and conditions of this Agreement. If your assignee does not agree to be bound by this Agreement, your assignee may not use the SDK, the Services, or the Developer Portal. Subject to the foregoing, this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. Epic shall have the right to assign any and all of its rights and obligations hereunder to any party.
- 13.6. Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.
- 13.7. Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that

this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

- 13.8. This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded. In the event of a conflict or inconsistency between a Service Addendum and this Epic Online Services Developer Agreement, the terms and conditions of the Service Addendum will prevail.
- 13.9. The SDK and related documentation are “Commercial Items” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The SDK is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees under this Agreement.
- 13.10. All terms used in this Agreement in any one gender or number shall mean and include any other gender and number as the facts, context, or sense of this Agreement may require. The section headings used in this Agreement are intended primarily for reference and shall not by themselves determine the construction or interpretation of this Agreement or any portion hereof. References to sections of an agreement refer to sections of this Agreement unless expressly stated otherwise.
- 13.11. The original of this Agreement has been written in English. You hereby waive any right you may have under the law of your country to have this Agreement either written in the language of your country or in the language of any other country.
- 13.12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, USA, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute arising hereunder shall be brought in the Superior Court of Wake County, State of North Carolina, USA, or the United States District Court for the Eastern District of North Carolina. You and Epic hereby submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and agree that any service of process may be effected by delivery of the summons in the manner provided in the delivery of notices set forth in Section 7 above. The validity, construction and performance of this Agreement, and the legal relations among the parties to this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.
- 13.13. Except as otherwise set forth in this Agreement, Epic’s or your election of any remedies provided for in this Agreement will not be exclusive of any other remedies. Breaches of certain sections of this Agreement would cause significant and irreparable harm to Epic, the extent of which would be difficult to ascertain. Accordingly, in the event of your breach of any such sections of this Agreement, Epic will be entitled to seek to enjoin any breach or threatened breach of any or all of such provisions.

- 13.14. This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.
- 13.15. Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.
- 13.16. Epic will not be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure arises from circumstances beyond its reasonable control, including but not limited to labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, fire, flood, civil commotion, riot, war, revolution, change of law, embargoes, or natural disasters.