END USER LICENSE AGREEMENT FOR WACOM INK SDK

This End User License Agreement (this "**Agreement**") is between You (both the individual installing the SDK and any legal entity on behalf of which such individual is acting) ("**You**" or "**Your**") and Wacom Co., Ltd., 2-510-1 Toyonodai, Kazo-shi, Saitama 349-1148, Japan ("**Wacom**").

IMPORTANT – THIS IS A LEGAL DOCUMENT BETWEEN YOU AND WACOM REGARDING YOUR USE OF WACOM'S PROPRIETARY SOFTWARE DEVELOPMENT KIT KNOWN AS THE WACOM INK SDK (THE "WACOM SDK"). IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WHEN PROVIDED THE OPPORTUNITY TO DO SO OR BY OTHERWISE DOWNLOADING, INSTALLING OR USING THE WACOM SDK, YOU: (1) SIGNIFY THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (2) EXPRESSLY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE WACOM SDK.

If You agree to the terms and conditions of this Agreement, You have the following rights, obligations and responsibilities:

1. **Wacom SDK.** This Agreement governs Your use of the Wacom SDK. The Wacom SDK may include, without limitation: (a) user documentation provided in printed and/or electronic media; (b) application programs, utilities, tools and API information associated with the Wacom SDK; and (c) any updates or upgrades thereto (to the extent updates or upgrades are made available by Wacom).

2. **License Grant.**
   a. <u>License Grant</u>. Subject to Your payment of applicable fees, if any, and Your strict compliance with the terms and conditions of this Agreement, Wacom hereby grants to You, during the term of this Agreement, a limited, revocable, non-exclusive, non-transferrable (except as permitted in this subsection (a)), non-sublicensable (except as permitted in this subsection (a)) license to:
      (i)   use the Wacom SDK solely to develop, test and create Your own products as authorized in Section 4(b) below ("**Products**");
      (ii) copy, distribute, and sublicense the distributable elements of the Wacom SDK solely as part of the Products for installation on Your end-customers' controlling devices (where the Products are to be distributed to end-customers) and subject to the terms of a legally binding license agreement between You and the end-customer that complies with Section 4(c) below; and
      (iii) use the Wacom SDK solely as part of the Products for installation on Your controlling devices for Your provision of cloud services to Your end-customers (where the Products are to be used to provide cloud services to Your end-customers) that complies with Section 4(c) below.
      The foregoing license rights are non-transferable and non-sublicensable, provided that, You may sublicense the license rights granted in subsection (ii) above solely to Your third party distributors so as to permit such third party distributors to distribute and/or make available the Products to end-customers.
   b. <u>Fees</u>. The license rights granted herein are subject to and limited to the extent of Your payment of the applicable fees, if any. Wacom or its authorized resellers may offer different license models for the use of the Wacom SDK (e.g. with fees charged by number of signatures processed using the

Wacom SDK, by duration of use of the Wacom SDK, or by other similar means), as determined by Wacom in its sole and absolute discretion. All fees charged by Wacom may be modified or changed at any time in its sole discretion, provided for clarity that Wacom or its authorized resellers may not modify the license model or fees during the term of a subscription without Your consent. When Your use of the Wacom SDK requires the payment of a fee, You will have the opportunity to review and accept the fees that You will be charged. If You do not agree to pay the fee, do not proceed with Your transaction. You acknowledge and agree that, except as otherwise set forth in this Agreement: (i) fees are based on the license rights purchased and are not reduced if the actual usage is less than the authorized extent of the license; and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

3. **Ownership and Reservation of Rights.** The Wacom SDK is licensed and not sold. Wacom and/or its affiliates or licensors will and do retain all right, title and interest in and to the Wacom SDK, and any and all patent, copyright, trademark, trade secret, and any other intellectual property or industrial rights in and to or relating to the Wacom SDK, including any modifications, improvements, updates, and derivative works thereof or thereto. Wacom reserves all rights and interests in and to the Wacom SDK and all other Wacom intellectual property rights that are not expressly granted to You under this Agreement, and You do not acquire any other rights, whether express, implied or otherwise, in the Wacom SDK or any other Wacom intellectual property rights or technology other than those rights expressly granted under this Agreement.

4. **Restrictions and Obligations.**
   a. <u>Restrictions</u>. You will not, and will not permit, encourage, or enable any third party to: (i) sell, sublicense, rent loan or lease any portion of the Wacom SDK to any third party; (ii) modify, disassemble, decompile or reverse engineer any part of the Wacom SDK (except that You may modify any sample or demonstration source code included in the Wacom SDK or as specifically permitted by applicable Law); (iii) copy (except for reasonable backup purposes and with all labelling and proprietary rights notices intact) or otherwise reproduce the Wacom SDK, in whole or in part, or modify, adapt, alter, translate or incorporate into or with other software or technology or create a derivative work of any part of, the Wacom SDK, except as expressly permitted herein; (iv) remove, modify, or otherwise tamper with proprietary rights notices or legends on the Wacom SDK; (v) use the SDK in any manner to provide service bureau, time sharing or other computer services to third parties; (vi) distribute the SDK (other than the distributable elements of the Wacom SDK used or incorporated in the Products in accordance with this Agreement where the Products are to be distributed to end-customers) or any license key; (vii) use the Wacom SDK in or as part of the development of any product or service that is competitive with or similar to the Wacom SDK; or (viii) disclose the results of any performance benchmark or similar testing of the Wacom SDK to any third party without Wacom's prior written consent.

   b. <u>Products</u>. You agree as follows with respect to the Products:
      (i) The Products shall not substantially replicate the functionality of the products or services offered by Wacom. Subject to the preceding sentence and Your other obligations and responsibilities under this Agreement, You may develop and distribute Products that are similar to or that otherwise compete with Wacom products or services, provided that such Products

add substantial additional functionality beyond the functionality available through Wacom's products or services.

(ii) You acknowledge and agree that You are solely responsible for, and that Wacom has no responsibility or liability of any kind in connection with, the content, development, operation, support or maintenance of any Products. Without limiting the foregoing, You will be solely responsible for: (1) the technical installation and operation of the Products; (2) creating and displaying information and content on, through or within the Products; (3) ensuring that the Products do not violate or infringe the intellectual property rights of any third party; (4) ensuring that the Products are not offensive, profane, obscene, libelous or otherwise illegal or in violation of applicable laws; (5) ensuring that the Products do not contain or introduce any virus, Trojan horse, worm, software lock, drop dead device or any other limiting routine or harmful code into any Wacom or end-customer IT systems, networks, hardware or software; and (6) ensuring that the Products are not designed to or utilized for the purpose of spamming end users or any third parties.

(iii) You acknowledge and agree that You are solely responsible for providing all support and technical assistance to end-customers of the Products. Wacom has no obligation to provide such support or technical assistance to end-customers or their users, and You agree not to represent to end-customers or their users that Wacom is available to provide such support or technical assistance.

c. <u>End-Customer Agreement</u>. You agree to cause each end-customer to whom You provide or distribute the Product to agree to a binding end user license agreement including terms and conditions that are at least as protective of the Wacom SDK and Wacom's intellectual property rights associated therewith or embodied therein as the terms and conditions of this Agreement. Such agreement shall further disclaim any and all representations and warranties on the part of Wacom, and exclude and disclaim all liability of any kind on the part of Wacom.

d. <u>Testing</u>. You will be solely responsible for the testing and evaluation of the Wacom SDKs for Your purposes.

e. <u>APIs</u>. The license rights granted in Section 2(a) may include the right to make calls to certain APIs owned or controlled by Wacom. The parties agree as follows with respect to the APIs:

(i) You shall not: (1) under any circumstances, use the APIs in any manner that does or could potentially undermine the security of the APIs, or interfere with, modify or disable any features, functionality, or security controls of the APIs (or attempt to do any of the foregoing); or (2) exceed rate or call limits in connection with the APIs, as determined by Wacom.

(ii) Wacom shall make APIs available for use and/or access with an average availability of 99.5% on monthly average, excluding scheduled maintenance, failures of the Internet generally, and other causes beyond Wacom's control. In the event the APIs become unavailable for access and/or use (other than as a result of scheduled maintenance, failures of the Internet generally and/or other causes beyond Wacom's control), Wacom shall (subject to Section 11 (Regional Variations)), at its option, either: (1) use commercially reasonable efforts to restore such availability; or (2) provide an equitable refund or credit to You for any license fees paid by You with respect to the Wacom SDK, based on the extent to which the unavailability of such APIs has materially affected Your ability to make use of the Wacom SDK, as determined by Wacom in its sole and absolute discretion. SUBJECT TO SECTION 11 (REGIONAL VARIATIONS), THE

FOREGOING REMEDIES ARE YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT FOR ANY UNAVAILABILITY OF THE APIS. YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS OTHERWISE SET FORTH HEREIN, WACOM SHALL HAVE NO LIABILITY TO YOU AND/OR TO ANY END-CUSTOMER OR OTHER THIRD PARTY WITH RESPECT TO ANY SUCH UNAVAILABILITY.

    f. <u>Compliance with Laws; Privacy</u>.

        (i) You agree that in using the Wacom SDK, You will comply with all applicable laws and protect the privacy and legal rights of end-customer users. Without limiting the foregoing, You agree to prominently display a privacy notice that describes to end-customer users the information that is collected by You and Your Product and how such information is used and shared. You will maintain and process all end-customer user information in accordance with Your privacy notice and all applicable laws in any countries in which the Products are used.

        (ii) The Wacom SDK may include functionality that compares the similarity of two signatures and identifies instances where the two signatures do not match within a defined level of similarity. Personal data (including biometric data such as handwriting information) used to provide such functionality may be stored or maintained by You in the Products or otherwise, and not in the Wacom SDK itself. Wacom does not assess or evaluate a Product prior to granting You the license rights granted in Section 2(a) above. Accordingly, You acknowledge and agree that You are solely responsible for ensuring the compliance of Your Product and its use or functionality with applicable data privacy laws, including without limitation, the EU's General Data Protection Regulation ("**GDPR**"). With respect to GDPR, You acknowledge and agree that the use of the Wacom SDK in connection with the Product may require a data protection impact assessment. You and/or Your end-customers, and not Wacom, are solely responsible for any such data protection impact assessment, and You shall inform Your end-customers of the necessity of any such data protection impact assessment. WACOM DOES NOT REPRESENT, WARRANT OR GUARANTY THAT THE WACOM SDK WILL COMPLY WITH, SATISFY, OR OTHERWISE MEET THE MATTERS ADDRESSED IN ANY SUCH DATA PROTECTION IMPACT ASSESSMENT (INCLUDING WITHOUT LIMITATION, ANY MATTERS REGARDING NECESSITY AND PROPORTIONALITY, RISKS, MEASURES, ETC.).

5. Trademarks. To the extent the Wacom SDK displays Wacom's trademarks, trade names, logos or other branding (the "**Wacom Marks**"), Wacom hereby grants to You a limited, non-exclusive, non-transferrable, non-sublicensable, revocable, royalty-free license, during the term of this Agreement only and subject to the terms and conditions set forth herein, to display the Wacom Marks as part of the normal operation of the Wacom SDK. You acknowledge Wacom's ownership of and exclusive rights in and to the Wacom Marks and all goodwill associated therewith, and acknowledge and agree that any and all use of the Wacom Marks shall inure to the sole and exclusive benefit of Wacom. You agree not to take any action or engage in any conduct that is inconsistent with or contrary to Wacom's sole and exclusive rights in and ownership of the Wacom Marks. Wacom does not grant You any other rights to use the Wacom Marks, whether by implication, estoppel or otherwise.

6. Support Services. Subject to Section 11 (Regional Variations), Wacom is not obligated under this Agreement to provide any technical support for the Wacom SDK. If any such technical support is provided, such support is provided "as is", with all faults", and without representations or warranties of any kind.

7. **Updates.** If Wacom, in order to maintain the conformity of the Wacom SDK with the contractual requirements, or otherwise at its discretion, makes available to You updates or upgrades to the Wacom SDK, then the terms and conditions of this Agreement will govern any such updates or upgrades, except that if Wacom provides an upgrade or update at its discretion, it may be accompanied by a separate set of terms which You will be asked to accept as a condition of receiving the update and upgrade, and those additional terms will govern and control the use of the upgrades or updates to the extent of any conflict with or terms that are in addition to this Agreement.

8. **Disclaimer.** SUBJECT TO SECTION 11 (REGIONAL VARIATIONS), THE WACOM SDK IS PROVIDED "AS IS" AND WITH ALL FAULTS. WACOM AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WACOM DOES NOT REPRESENT OR WARRANT THAT THE WACOM SDK WILL MEET YOUR REQUIREMENTS, THAT THE WACOM SDK IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM(S), OR THAT THE USE OF THE WACOM SDK WILL BE UNINTERRUPTED, ERROR- FREE, OR FREE FROM ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT(S), INCLUDING BUT NOT LIMITED TO, PATENTS, UTILITY MODELS, TRADEMARKS OR COPYRIGHTS, OR THAT DEFECTS IN THE WACOM SDK WILL BE CORRECTED. FURTHERMORE, WACOM AND ITS AFFILIATES DO NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE USE BY YOU OF THE WACOM SDK (INCLUDING THE RESULTS GENERATED BY SUCH USE), INCLUDING WITHOUT LIMITATION, THE CORRECTNESS, ACCURACY, QUALITY, CURRENTNESS, OR RELIABILITY OF THE WACOM SDK OR ANY CORRESPONDING RESULTS, OR THE APPROPRIATENESS OF THE WACOM SDK OR ANY CORRESPONDING RESULTS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. WACOM AND ITS AFFILIATES DO NOT WARRANT THAT YOU WILL BE ABLE TO DEVELOP OR MAKE A PRODUCT USING THE WACOM SDK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM OR ITS REPRESENTATIVES SHALL CREATE A REPRESENTATION OR WARRANTY ON THE PART OF WACOM WITH RESPECT TO THE WACOM SDK. For clarity, Section 11 (Regional Variations) remains unaffected. For further warranty information You may contact Wacom's Customer Support at http://support.wacom.com.

9. **Limitation of Liability.** SUBJECT TO THE SECTION 11(REGIONAL VARIATIONS), IN NO EVENT WILL WACOM AND ITS AFFILIATES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE, OR COST OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT (INCLUDING AN ACTION IN CONTRACT OR TORT), AND REGARDLESS OF WHETHER WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH WACOM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. IN THE EVENT OF ANY CLAIM RELATED IN ANY WAY TO THIS AGREEMENT OR THE WACOM SDK, YOU ACKNOWLEDGE AND AGREE THAT WACOM'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNT OF: (a) ONE THOUSAND U.S. DOLLARS (U.S. $1,000); OR (b) THE AMOUNTS PAID BY YOU TO WACOM IN

CONNECTION WITH YOUR USE OF THE WACOM SDK IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION FOR WHICH SUCH DAMAGES ARE ALLEGED TO BE OWED. NOTHING IN THIS SECTION EXCLUDES OR LIMITS WACOM'S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT LIMITS WACOM'S LIABILITY TO YOU IN THE EVENT OF: (i) DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM WACOM'S NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS; OR (ii) ANY FRAUDULENT ACT OR OMISSION OF WACOM OR THAT OF ITS EMPLOYEES OR AGENTS; OR (iii) TO THE EXTENT ARISING OUT OF ANY WILLFUL OR GROSSLY NEGLIGENT MISCONDUCT ON THE PART OF WACOM; OR (iv) UNDER MANDATORY PRODUCT LIABILITY LAWS.

10. **Indemnification.** You agree to defend, indemnify and hold harmless Wacom and its affiliates, and each of their respective officers, directors, agents, and employees, for, from, and against any and all claims, demands, loss, damage, liability, cost, or expense (including, but not limited to, attorneys' fees at trial, on appeal, and on any petition for review), arising out of or related to: (a) Your breach or failure to comply with any Open Source Software license or other third party software license; (b) Your breach of this Agreement; (c) the conduct of Your business; (d) Your use of the Wacom SDK or the Wacom Marks; (e) Your Products; or (f) Your infringement, misappropriation, or violation of the intellectual property rights or other proprietary rights of any third party.

11. **Regional Variations.** This Agreement describes certain legal rights. You may have other rights under the laws of Your state, province, or country. Separate and apart from Your relationship with Wacom, You may also have rights with respect to the party from whom You acquired the Wacom SDK if that party is different from Wacom, such as, by way of illustration and not by way of limitation, a Wacom reseller. This Agreement shall not be deemed to take away any other rights You may have under the laws of Your state, province, or country if those laws do not permit this Agreement to do so. For example, if You acquired the Wacom SDK in one of the below regions, or if a mandatory country law applies, then the following provisions apply to You and shall control in the event of any conflict with other provisions of this Agreement:

a. <u>Germany</u>.
   (i) Availability; Support; Warranty (Sections 4e(ii), 6, and 8). The properly licensed Wacom SDK will perform substantially as described in any Wacom materials that accompany the Wacom SDK and is subject to any applicable statutory warranty rights. However, Wacom gives no contractual guarantee in relation to the Wacom SDK. When notifying Wacom of an error or defect, customer will provide all information available to it that may be useful for Wacom to identify, analyze, reproduce and/or remedy the defect. A sufficient remedy of an error or defect may also consist in instruction on how the defect can reasonably be avoided/circumvented (workaround). The foregoing applies accordingly with regards to the availability of the API.
   (ii) Limitation of Liability (Section 9). In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Wacom is liable according to the statutory law. If Wacom is liable for slight negligence under statutory law, such liability will be limited as follows: Wacom will only be liable for slight negligence if Wacom is in breach of an essential contractual obligation, and this liability will

be limited to typical and foreseeable damages. An essential contractual obligation is an obligation that must be performed in order to achieve the purpose of the Agreement in the first place and on the performance of which you may therefore generally rely. In other cases of slight negligence, Wacom will not be liable for slight negligence. The no-fault liability under sec. 536a (1) of the German Civil Code is excluded, i.e. Wacom is liable in the cases described in that section only if it has acted with negligence or intent.

12.Term, Termination.

a. This Agreement commences on the date You click to accept the terms and conditions of this Agreement when provided the opportunity to do so, and will continue in effect until terminated. You may terminate this Agreement by notifying Wacom in writing that You have ceased all use of the Wacom SDK. Additionally, Your rights and licenses under this Agreement will automatically terminate and cease to be effective, without any notice or action by Wacom, in the event that You breach or otherwise fail to comply with any term of this Agreement.

b. Upon the termination of this Agreement, You will cease all use of the Wacom SDK and permanently delete and make unrecoverable the Wacom SDK and all copies thereof from Your computer and any other device on which it was installed. Upon any termination of this Agreement, Sections 3 (Ownership and Reservation of Rights), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11 (Regional Variations), 12(b), 13 (Governing Law and Venue; Governing Language) and 16 (General Terms) will survive.

13.Governing Law and Venue; Governing Language.

a. Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of Japan without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the Wacom SDK, such controversy, claim, or dispute shall be finally and exclusively settled by arbitration in Tokyo in accordance with the Rules of Arbitration of the International Chamber of Commerce. The language to be used in the arbitration proceedings shall be English.

b. ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT AND/OR THE WACOM SDK SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.U.S. Government Restricted Rights; Export Restrictions.

a. U.S. Government Restricted Rights. The Wacom SDK is a "commercial item," as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, all U.S. Government users acquire the Wacom SDK with only those rights set forth herein.

b. Export Restrictions. You may not download, export or re-export the Wacom SDK: (i) into, or to a national or resident of, any country to which the United States has embargoed goods; or (ii) to

anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Accordingly, You hereby represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is Your sole responsibility to comply with any and all government export and other applicable laws and that Wacom has no responsibility with respect thereto.

15. **Third Party Software**.
   a. <u>Open Source Software</u>. You shall not take any action that would require, indicate, or imply that the Wacom SDK is or may be licensed under the terms of any Open Source Software license. By way of illustration and not by way of limitation, You shall not use or incorporate the Wacom SDK with any Open Source Software licensed under any license terms that: (i) impose or could impose a requirement or condition that the Wacom SDK, or any software or source code used or integrated therewith: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge; or (ii) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of Wacom to use or distribute the Wacom SDK, or any software or source code used or integrated therewith. You shall promptly inform Wacom in writing of any Open Source Software use in violation of this Section of which it becomes aware. For purposes of this Section, "Open Source Software" means any software code that is distributed as "free software" or "open source software" or that is otherwise distributed publicly in source code from under terms that permit modification and redistribution of such software.
   b. <u>Third Party Software</u>. The Wacom SDK includes and uses the third party software components listed at https://agreements.wacom.com/en-us/terms. You acknowledge and agree that such third party software is subject to and governed by the license terms under which such third party software components are licensed and You agree to strictly comply with such license terms. Any breach of such license terms by You shall be deemed a breach of this Agreement.

16. **General Terms**.
   a. <u>Records</u>. You agree to keep complete and accurate records with respect to Your use of the Wacom SDK sufficient to determine Your compliance with the terms and conditions of this Agreement. Wacom shall have the right to audit and inspect such records upon reasonable prior notice to You, and You agree to reasonably cooperate with Wacom in connection with any such audit and inspection.
   b. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.
   c. <u>No Assignment; One Time Transfer</u>.   You will not transfer, assign, or delegate the Wacom SDK or any of Your rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Wacom, which shall not be unreasonably refused, withheld, conditioned or delayed. However, You may make a one-time permanent transfer of the Wacom SDK and of all of Your rights under this Agreement to another party if and only if all of the following

conditions have been met: (i) the transfer includes the transfer of the hardware device on which the Wacom SDK was downloaded or pre-installed, and includes the Wacom SDK and this Agreement; (ii) You do not retain any copies of the Wacom SDK or any portion thereof on any media or computer; and (iii) the party receiving the Wacom SDK reads, understands, and agrees to accept the terms of this Agreement. Any transfer, assignment, or delegation of any of Your rights or obligations under this Agreement in violation of this Section is void and of no effect.

d. Entire Agreement; General. This Agreement constitutes the entire agreement between You and Wacom and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between You and Wacom. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The waiver by either party of any default or breach of this Agreement may only be made in writing and will not constitute a waiver of any other or subsequent default or breach.

e. Changes to this Agreement. Wacom may notify You of modifications, changes or amendments ("**Amendments**") to this Agreement. In the event the Amendments are necessary to implement changes of in the applicable law, including case law, or for similarly compelling reasons, and do not modify the parties' main performance obligations to Your detriment, the Amendments shall be binding on the parties if you have not objected to them within four weeks of Wacom's notice of such changes provided to you in text form. Wacom will make the Amendments available and accessible to You in text form in advance of the effective date of such Amendments, and in such notice, Wacom will separately inform you of the four week objection period and the consequences of your silence. In any other case, any Amendments will be effective only once You have accepted them, e.g. by clicking an "accept" button.

f. Translation. This Agreement is executed in English and any other language versions will be for convenience only.

17. **Email Communications.** In connection with the Wacom SDK, you agree to receive the following email communications from Wacom:
    a. Confirmations of downloads and provisions of license key(s);
    b. License key expiration notifications and upgrade offers;
    c. Communications regarding developer resources and support available to You as part of Your download (including the links to Wacom developer resources and support page and legal document repository);
    d. Notifications of product updates and bug fixes;
    e. Notifications of license expirations and upgrade or renewal processes; and
    f. For those who have consented, marketing and promotional emails from Wacom and its subsidiaries.

BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY AND ANY APPLICABLE THIRD PARTY SOFTWARE COMPONENTS LICENSES; (2) THE INDIVIDUAL SO CLICKING HAS THE POWER,

AUTHORITY, AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT (AND THAT IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU HAVE THE POWER, AUTHORITY, AND LEGAL RIGHT TO BIND SUCH ENTITY AND ENTER INTO THIS AGREEMENT ON SUCH ENTITY'S BEHALF); AND (3) THIS AGREEMENT CONSTITUTES A BINDING LEGAL AGREEMENT ENFORCEABLE AGAINST YOU IN ACCORDANCE WITH ITS TERMS.