



WACOM INK SDK EVALUATION LICENSE AGREEMENT

This Wacom Ink SDK Evaluation License Agreement ("**Agreement**") is between You (both the individual installing the Licensed Materials (defined below) and the legal entity on whose behalf such individual is acting) ("**You**" or "**Your**"), and Wacom Co., Ltd., a Japanese corporation having a principal place of business at 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 LICENSED MATERIALS (DEFINED BELOW) 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 WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS.

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

1. Definitions.

- a. Licensed Materials. The "Licensed Materials" means: (a) one or more of the Wacom Ink SDKs selected by you, together with, if applicable, Wacom's proprietary software plugin to be used and installed in object code form for which you have used Wacom products, on the corresponding check out page to which this Agreement relates (including without limitation, the applicable programs, utilities, tools and API information included therein); and (b) the instructions, manuals and diagrams, in printed and/or electronic media, provided to you relating to the applicable Wacom Ink SDK(s) and/or Wacom's proprietary software plugin. The "Licensed Materials" include any updates or upgrades to the Licensed Materials, if any, provided by Wacom to you from time to time in Wacom's sole discretion. As further set forth below, the Licensed Materials are specifically designed and licensed solely and exclusively for your internal review and evaluation purposes in order to evaluate and test the use of the Licensed Materials in or as part of potential "Licensee Product(s)."
- b. Licensee Product(s). For purposes of this Agreement, "Licensee Product(s)" means a product that consists of hardware or software owned or controlled by you and that has significant additional or different functionality than the functionality provided by the Licensed Materials.
- c. Open-Source Software. "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 form under terms that permit modification and redistribution of such software.

2. License Grant.

- a. License Grant. Subject to the terms of this Agreement, Wacom hereby grants to you, during the Term, a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use the Licensed Materials solely for your non-commercial, internal testing and evaluation purposes in order to evaluate and test the use of the Licensed Materials in or as part of potential Licensee Products.
- b. No Other Rights. Nothing in this Agreement shall be construed as a license to any intellectual property rights of Wacom other than those rights in the Licensed Materials expressly granted by



Wacom to you pursuant to **Section 2(a)** above. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER LICENSE OR OTHER RIGHTS ARE GRANTED BY WACOM TO YOU, WHETHER BY IMPLICATION, ESTOPPEL OR OTHERWISE.

3. Restrictions and Obligations. The license rights granted by Wacom to you in **Section 2(a)** above are subject to the following restrictions, obligations and limitations:

- a. Contractors. The licenses granted to you hereunder shall include your on-site and off-site contractors (either an individual or entity), while such contractors are performing work for or providing services to you, provided that such contractors have executed independent contractor agreements with you containing applicable terms and conditions consistent with the terms and conditions set forth in this Agreement, and provided further that you shall be liable to Wacom for any breach by your contractors of this Agreement to the same extent as you would be if you had breached this Agreement yourself.
- b. No Commercial Use. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT CONVEY ANY LICENSE TO USE THE LICENSED MATERIALS IN PRODUCTION, OR TO DISTRIBUTE THE LICENSED MATERIALS TO ANY THIRD PARTY. YOU ARE REQUIRED TO EXECUTE A SEPARATE LICENSE AGREEMENT WITH WACOM BEFORE MANUFACTURING OR DISTRIBUTING THE LICENSED MATERIALS OR ANY PRODUCTS THAT CONTAIN THE LICENSED MATERIALS. You hereby acknowledge and agree that: (i) any use by you of the Licensed Materials in production, or any other distribution of the Licensed Materials is a material breach of this Agreement; and (ii) any such unauthorized use or distribution will be at your sole risk. No such unauthorized use or distribution shall impose any liability on Wacom, or any of its licensors, whether by implication, by estoppel, through course of dealing, or otherwise. You hereby agree to indemnify Wacom, its affiliates and licensors against any and all claims, losses, and damages based on your use or distribution of the Licensed Materials in breach of this Agreement.
- c. Prohibited Uses. You shall not: (i) use the Licensed Materials for any benchmarking purposes other than your internal benchmarking use for purposes of evaluating competing products against Wacom products used under normal conditions, provided that you do not publish or disclose any such benchmarking data to any person or entity other than your employees who have a bona fide need to know such data or pursuant to the reporting obligation set forth in **Section 3(e)** below; (ii) use the Licensed Materials with a pen tablet, sign tablet device, or stylus manufactured by or for an entity other than Wacom; (iii) use the Licensed Materials for the purpose of analyzing or proving infringement of any of your patents or other intellectual property rights by either Wacom or Wacom's customers; (iv) except as expressly provided in this Agreement, copy, publish, disclose, display, provide, transfer or make available the Licensed Materials to any third party, or sublicense, transfer, or assign the Licensed Materials or your rights under this Agreement to any third party; (v) mortgage, pledge or encumber the Licensed Materials in any way; or (vi) use Wacom's proprietary software plugin in connection with any tablet, signature pad, or other device that is not an "Authorized Product" defined as a hardware device with which the Wacom's proprietary software plugin is designed to be compatible. Any breach by you of this **Section 3(c)** shall be deemed a material breach of this Agreement.
- d. Third Party Software.
 - i. Open Source. You acknowledge and agree that you shall not take any action that would require, indicate, or imply that the Licensed Materials or any portion or component thereof 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 Licensed Materials with any Open Source Software licensed under any license terms that: (a) impose or could impose a requirement or condition that the Licensed Materials, 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 (b) otherwise impose or could impose any other material



limitation, restriction, or condition on the right or ability of Wacom to use or distribute the Licensed Materials, or any software or source code used or integrated therewith. You agree to promptly inform Wacom in writing of any Open-Source Software use in violation of this Section of which you become aware.

- ii. Third Party Software. The Licensed Materials include and use the third-party software components listed at the following link:

<https://developer-docs.wacom.com/docs/thirdparty-overview>

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.

- iii. Compliance. Subject to Section 3(d)(i) and (ii) above, in exercising the license rights granted to you in this Agreement, you shall strictly comply with the terms and conditions of any Open Source Software licenses and/or other third party software licenses that may govern or apply to your use of the Licensed Materials hereunder.
- e. Reports. At Wacom's request, during the Term, you agree to send to Wacom one (1) written evaluation report concerning the performance of the Licensed Materials, including failure logs, status reports, and error reports, as well as any and all benchmarking results relating to the comparison of the Licensed Materials with competitive products, if any. Such report will also discuss your evaluation of the strengths and weaknesses of the Licensed Materials and any recommended improvements.
- f. Covenant not to Sue. During the Term, you agree not to assert, either directly or indirectly through third parties, any claim or allegation against Wacom or its licensees that the Licensed Materials infringe, misappropriate, or otherwise violate your intellectual property rights.

4. Intellectual Property Rights. The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the license rights granted to you pursuant to this Agreement, Wacom and Wacom's licensors own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. You agree that all fixes, modifications, and improvements (collectively, "Improvement(s)") to the Licensed Materials conceived of or made by Wacom that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of Wacom and all right, title and interest in and to such Improvements will vest solely in Wacom. Moreover, you acknowledge and agree that when your independently developed software or hardware components (including any Licensee Product(s) are combined, in whole or in part, with the Licensed Materials, your right to use the combined work that includes the Licensed Materials remains subject to the terms and conditions of this Agreement.

- a. The Licensed Materials contain copyrighted material, trade secrets and other proprietary information of Wacom and/or its licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect Wacom's and its licensors' rights in the Licensed Materials, you agree, except as specifically permitted by a statutory provision that cannot be waived by contract, not to "unlock", decompile, reverse engineer, disassemble or otherwise translate to a human-perceivable form any portions of the Licensed Materials provided to you in object code format only, nor permit any person or entity to do so. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, trademark, patent, copyright or other proprietary rights notice or other identifying marks or designs from any component of the Licensed Materials and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of Wacom and its licensors as they appear in the Licensed Materials. Wacom reserves all rights not specifically granted under this Agreement.
- b. Certain Licensed Materials may be based on industry recognized standards or software programs published by industry recognized standards bodies and certain third parties may claim to own patents, copyrights, and other intellectual property rights that cover implementation of



those standards. You acknowledge and agree that this Agreement does not convey a license to any such third-party patents, copyrights, and other intellectual property rights and that you are solely responsible for any patent, copyright, or other intellectual property rights claim that relates to your use of the Licensed Materials or your use of your Licensee Products that include or incorporate the Licensed Materials. Moreover, you acknowledge that you are responsible for any fees or royalties that may be payable to any third party based on such third party's rights or interests in the Licensed Materials or any intellectual property rights that cover implementation of any industry recognized standard, any software program published by any industry recognized standards bodies, or any other proprietary technology.

5. Wacom ID.

- a. In order to access and use the Licensed Materials, you must obtain a Wacom ID. In registering for a Wacom ID, you must provide accurate, current, and complete information as may be prompted by any registration forms or as otherwise requested by Wacom (collectively, "Registration Data"). By submitting the Registration Data, you represent and warrant that the Registration Data is accurate, current, and complete. If you are registering on behalf of an entity or organization, you further represent and warrant that you are: (i) an employee or representative of that entity or organization; and (ii) authorized to accept and agree to this Agreement on behalf of the entity or organization and to otherwise bind the entity or organization to the terms and conditions hereof.
- b. You are fully responsible for all usage and activity under your Wacom ID and shall be liable for all such use and activity. You shall be solely responsible for maintaining the confidentiality and security of your login and password(s), and shall immediately notify Wacom of any known or suspected unauthorized use(s) of your Wacom ID, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your login and password(s). Except as otherwise authorized in writing by Wacom, you agree that under no circumstances will you permit any other person or entity to use your Wacom ID.

6. No Technical Support. Subject to Section 11 (Regional Variations), Wacom and its licensors are under no obligation to install, maintain or support the Licensed Materials.

7. Audit Right. At Wacom's request, and within thirty (30) calendar days after receiving written notice from Wacom, you shall permit an internal or independent auditor selected by Wacom to have access, no more than twice each calendar year (unless the immediately preceding audit revealed a discrepancy) and during your regular business hours, to all of your equipment, records, and documents as may contain information bearing upon the use of the Licensed Materials. You agree to keep full, complete, clear and accurate records with respect to your use of the Licensed Materials for a period beginning with the then current calendar year and going back three (3) years.

8. Confidential Information. You acknowledge and agree that the Licensed Materials contain trade secrets and other confidential information of Wacom and/or its licensors. You agree to use the Licensed Materials solely within the scope of the licenses set forth herein, to maintain the Licensed Materials in strict confidence, to use at least the same procedures and degree of care that you use to prevent disclosure of your own confidential information of like importance but in no event using less than reasonable care, and to prevent disclosure of the Licensed Materials to any third party, except as may be necessary and required in connection with your rights and obligations hereunder; provided, however, that you may not provide the Licensed Materials to any business organization or group within your company or to customers or contractors that design or manufacture semiconductors unless Wacom gives prior written consent. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials and to diligently take steps to enforce such agreements. Wacom may disclose your contact information to Wacom's licensors and/or in response to a subpoena or other governmental request.

9. Disclaimers; Limitations of Liability.



- a. Disclaimer. SUBJECT TO SECTION 11 (REGIONAL VARIATIONS), THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING OR INCORPORATING THE LICENSED MATERIALS IN OR WITH ANY PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES. WACOM AND ITS LICENSORS DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND REGARDING THE LICENSED MATERIALS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS, OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING LICENSEE PRODUCTS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY WACOM TO MAINTAIN PRODUCTION OF ANY WACOM DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS MAY BE USED.

YOU ACKNOWLEDGE AND AGREE THAT WACOM SHALL NOT BE LIABLE FOR AND SHALL HAVE NO OBLIGATION TO DEFEND OR INDEMNIFY YOU IN CONNECTION WITH ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR USE OF THE LICENSED MATERIALS OR YOUR USE OF LICENSEE PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS.

- b. Limitations of Liability. SUBJECT TO SECTION 11 (REGIONAL VARIATIONS), IN NO EVENT SHALL WACOM, OR ITS LICENSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS, REGARDLESS OF WHETHER WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL WACOM'S OR ITS LICENSORS' TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500). Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

THE DISCLAIMERS AND LIMITATIONS OF LIABILITIES SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING THE FAILURE OR ALLEGED FAILURE OF ANY ESSENTIAL PURPOSE.

10. **Regional Variations.** This Agreement describes certain legal rights. You may have other rights, including consumer 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 Licensed Materials 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 Licensed Materials in one of the below regions, or if a mandatory country law applies, then the following provisions



apply to You and take control in the event of any conflict with other provisions of this Agreement:

a. Germany.

- i. Support; Warranty (Sections 7 and 10). The properly licensed the Licensed Materials will perform substantially as described in any Wacom materials that accompany the Licensed Materials and is subject to any applicable statutory warranty rights. However, Wacom gives no contractual guarantee in relation to the Licensed Materials. When notifying Wacom of an error or defect, customer will provide all information available to it in 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).
- ii. Limitation of Liability (Section 10). 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 follow: 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.

11. Communications and Notices. Communications by Wacom to you via email shall fulfill the requirement of being in writing, except that such methods shall not apply with respect to any alterations, amendments, and supplements of this Agreement. The requirement of written form can only be waived in writing. Any official notice to Wacom from you shall be addressed as follows:

To: Wacom Europe GmbH
Attn: Senior Vice President, Ink Division
Address: Zollhof 11-15, 40221 Düsseldorf, Germany

CC: Wacom Co., Ltd.
Attn: Vice President, Legal
Address: Sumitomo Fudosan Shinjuku Grand Tower 31F, 8-17-1 Nishi-shinjuku, Shinjuku-ku, Tokyo 160-6131, Japan

Any official notice to you from Wacom may be addressed to you at the address information maintained by Wacom with respect to your Wacom ID.

12. Term and Termination.

- a. Term. 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 shall, unless earlier terminated as set forth in this Section 12, automatically terminate ninety (90) days thereafter (the "**Term**").
- b. Termination. You may terminate this Agreement at any time by notifying Wacom in writing that You have ceased all of use of the Licensed Materials. Without prejudice to any other rights or remedies, Wacom may terminate this Agreement with no liability to you and upon written notice: (i) in the event you breach or otherwise fail to comply with the terms of this Agreement; (ii) to the extent you are an entity, in the event you are acquired through merger, a third party purchases a controlling interest in you, or substantially all of your assets are sold or transferred to another entity; or (iii) in the event of your insolvency, bankruptcy or the filing of any proceeding by or against you seeking relief from creditors.
- c. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, the license rights granted to you in Section 2(a) above shall immediately and automatically terminate



and you will have no further right to use the Licensed Materials. Upon the termination or expiration of this Agreement, you agree to destroy any and all copies of the Licensed Materials in your possession, custody or control and provide to Wacom a written statement signed by your authorized representative certifying such destruction. Sections 4 (Intellectual Property Rights), Section 5 (Wacom ID), Section 7 (Audit Right), Section 8 (Confidential Information), Section 9 (Disclaimers; Limitations of Liability), Section 10 (Regional Variations), 11 (Communications and Notices), the item (c) of Section 12 (Term and Termination), and Section 13 (Governing Law and Venue; Severability; Waiver) through 21 (Headings) of this Agreement shall survive the termination or expiration hereof.

13. Governing Law and Venue; Severability; Waiver.

- 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 Licensed Materials, such controversy, claim, or dispute shall be finally and exclusively settled by binding arbitration in Tokyo by the Rules of Arbitration of the International Chamber of Commerce.
- b. ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT AND/OR THE LICENSED MATERIALS 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 Licensed Materials are 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 Licensed Materials with only those rights set forth herein.
- b. Export Restrictions. You may not download, export or re-export the Licensed Materials: (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. Governing Language. This Agreement is written and executed in the English language and shall be authoritative and controlling, whether or not translated into a language other than English in order to comply with any law or for reference purposes. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations, or rules, you shall be solely responsible for creating such translation.

16. Contingencies. Wacom shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond Wacom's reasonable control.

17. Terms of Use and Privacy Policy. Your use of the Licensed Materials is subject to and conditioned upon your agreement to and compliance with Wacom's Terms of Use and Privacy Policy. By entering into this Agreement, you agree to be bound by Wacom's Terms of Use



and Privacy Policy. To read Wacom's Terms of Use, click [here](#). To read Wacom's Privacy

18. **Entire Agreement.** This is the entire agreement between you and Wacom and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective software license agreement relating to the subject matter hereof and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall supersede the terms of this Agreement. You hereby represent and warrant that either: (i) you will use the Licensed Materials for your own benefit and personally accept, agree to and intend to be bound by these terms; or (ii) you are authorized to and intend to be bound by these terms on behalf of your company or entity.
19. **Injunctive Relief.** You acknowledge and agree that, in the event you breach **Sections 1, 3 or 7** above or any other provision affecting Wacom's intellectual property rights in the Licensed Materials, Wacom will suffer irreparable injury for which there can be no adequate remedy at law; therefore, Wacom shall be entitled to seek equitable relief, including injunctive relief and/or specific performance, in addition to whatever remedies it might have under this Agreement or otherwise at law or at equity.
20. **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 obligation 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 according button.
21. **Headings.** The headings set forth in this Agreement are for convenience only and are not intended as an interpretive aid or as comprising a term or condition of this Agreement.
22. **Email Communications.** In connection with the Licensed Materials and/or license granted herein, you agree to receive the following email communications:
 - a. Confirmation of download and provision of license key(s).
 - b. License key expiration notifications and upgrade offers
 - c. Communication regarding developer resources and support available to you as part of your download (including the links to our developer resources and support page and legal document repository)
 - d. Notification of product updates and bug fixes.
 - e. Notification of license expiry and upgrade or renewal process
 - 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.