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## **WILL SDK Community Edition License Agreement**

The Wacom Ink Layer Language SDK or “WILL SDK” (defined below) is a software development kit that permits end users to make use of the Wacom-developed, industry-wide digital ink standard for use in bridging the differences between operating systems, hardware platforms, software applications and the cloud, and that allows for uniform expression of digital creativity across such varied hardware and software. Wacom makes the WILL SDK available for use by licensees under the following terms:

This WILL SDK Community Edition License Agreement (this “Agreement”) is entered into by and between you (both the individual clicking the “I ACCEPT” button below and the entity (if any) on whose behalf such individual is acting) (“Licensee” or “You”), and Wacom Co., Ltd., a Japanese corporation having a principal business place at 2-510-1 Toyonodai, Kazo-shi, Saitama, 349-1148 Japan (“Wacom”).

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING THE “I ACCEPT” BUTTON BELOW OR BY OTHERWISE USING OR INSTALLING THE WILL SDK, YOU: (a) SIGNIFY THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS IN THIS AGREEMENT; AND (b) EXPRESSLY AGREE TO TERMS SET FORTH BELOW. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE “I ACCEPT” BUTTON. IF YOU DO NOT CLICK THE “I ACCEPT” BUTTON, YOU WILL NOT HAVE THE RIGHT TO INSTALL, USE, OR ACCESS THE WILL SDK.

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

### **1. Definitions**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 “Affiliate(s)” means a party’s direct or indirect subsidiaries, and any other entity or joint venture directly or indirectly controlling, controlled by, or under common control with a party. For purposes of this definition only, “control” means: (a) direct or indirect beneficial ownership of fifty percent (50%) or more (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting stock or shares entitled to vote on or direct the affairs of such entity; or (b) the possession, directly or indirectly, of the right or power to direct or cause the direction of the policies or management of such entity, whether by ownership of stock, by contract or otherwise. An entity is an “Affiliate” for purposes of this Agreement only so long as it satisfies this definition.
- 1.2 “Documentation” means the instructions, manuals and diagrams, in printed and/or electronic media, provided to Licensee pertaining to the WILL SDK.
- 1.3 “Licensed Materials” means: (a) the WILL SDK; and (b) the Documentation.
- 1.4 “Licensee Product” means a non-commercial software application or other non-commercial device that: (a) has significant additional or different functionality than the functionality provided by the WILL SDK; and (b) Licensee independently has or may develop or acquire rights in and with which Licensee may combine or use the WILL SDK during the Term.

- 1.5 “Trademarks” means all trademarks, trade names, service marks, logos (including but not limited to the WILL™ logo), now owned or hereinafter acquired by Wacom, and all other trademarks, trades names, service marks and logos identifying or used by Wacom in connection with the Licensed Materials, whether or not registered.
- 1.6 “WILL” or “Wacom Ink Layer Language” means the Wacom-developed, industry-wide digital ink standard for use in bridging the differences between operating systems, hardware platforms, software applications and the cloud, and that allows for uniform expression of digital creativity across such varied hardware and software.
- 1.7 “WILL SDK” means Wacom’s proprietary WILL software development kit, which consists of the following: (a) the following application level code libraries: (i) stroke data model and serialization format and undo/redo and stroke manipulation libraries; (ii) rendering surface libraries; (iii) gesture handling libraries; and (iv) ink tool configuration libraries, in each case, for use solely to develop Licensee Products; and (b) demonstration software in the form of executable code (collectively, the “Demonstration Code”).

## 2. **Wacom ID**

- 2.1 In order to access and use the Licensed Materials, Licensee must obtain a Wacom ID. In registering for a Wacom ID, Licensee 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, Licensee represents and warrants that the Registration Data is accurate, current and complete. If Licensee is registering on behalf of an entity or organization, Licensee further represents and warrants that Licensee is: (a) an employee or representative of that entity or organization; and (b) 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.
- 2.2 Licensee is fully responsible for all usage and activity under Licensee’s Wacom ID and shall be liable for all such use and activity. Licensee shall be solely responsible for maintaining the confidentiality and security of Licensee’s login and password(s), and shall immediately notify Wacom of any known or suspected unauthorized use(s) of Licensee’s Wacom ID, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Licensee’s login and password(s). Except as otherwise authorized in writing by Wacom, Licensee agrees that under no circumstances will Licensee permit any other person or entity to use Licensee’s Wacom ID.

## 3. **Grant of License**

### 3.1 Licensed Materials License

- a. During the Term and subject to the terms and conditions set forth in this Agreement, Wacom hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use the Licensed Materials solely for Licensee’s internal use in the development and assembly of Licensee Products. For purposes of clarity, Licensee may use the WILL SDK, or one or more of its components, solely for internal, non-commercial purposes. In particular, Licensee acknowledges and agrees that Licensee shall not charge, or have third parties charge, any fees, royalties or other consideration in any manner for using, copying, distributing or otherwise exploiting one or more components of the WILL SDK.
- b. Wacom shall, within a reasonable period of time following the execution of this Agreement, and using the email address associated with Licensee’s Wacom ID, provide

to Licensee a weblink to download the Licensed Materials so as to enable Licensee to activate and use the Licensed Materials.

### 3.2 Ownership and Reservation of Rights

- a. The Licensed Materials are licensed and not sold. Wacom will and does retain all right, title and interest in and to the Licensed Materials and any and all patent, copyright, trademark, trade secret, and any other intellectual property or industrial rights in and to or relating to the Licensed Materials, including any modifications, improvements, updates, and derivative works thereof. Wacom reserves all rights and interests in and to the Licensed Materials not expressly grant to Licensee under this Agreement and Licensee does not acquire any other rights, express or implied, in the Licensed Materials or any parts of the Licensed Materials other than those rights expressly granted under this Agreement. Licensee acknowledges that the license rights granted under this Agreement do not provide Licensee with title to or ownership of the Licensed Materials or any parts thereof, but only a right of limited use under the terms and conditions of this Agreement. During the Term, Licensee agrees not to assert or bring any claim against Wacom or any of its Affiliates, licensees, successors, and assigns based on or alleging that the Licensed Materials infringe, misappropriate, or otherwise violate Licensee's intellectual property rights.
- b. Licensee may, but is not obligated to, provide input, suggestions, and other feedback to Wacom regarding the use of the Licensed Materials ("Feedback"). In the event Licensee provides such Feedback, Licensee hereby assigns to Wacom ownership of all such Feedback (and all associated intellectual property rights), and Wacom will own and have all rights to use the Feedback (and all associated intellectual property rights) without restriction and without compensation to or permission from Licensee.

### 3.3 No Reverse Engineering or Alteration of Licensed Materials

Licensee shall have no right to receive, review or otherwise use or have access to the source code of the Licensed Materials or of any portions or components thereof, except for the source code included as part of the Demonstration Software. Licensee acknowledges that any executable code contained in the Licensed Materials, and its structure, sequence, and organization, are valuable trade secrets of Wacom, and Licensee agrees not to alter, decompile, disassemble, reverse engineer, attempt to discover or reconstruct the source code, or modify in any way, the entire or any portion of such executable code. Licensee further agrees that it shall not encourage or assist a third party to perform any of the acts prohibited by this Section 3.3.

### 3.4 Modifications and Upgrades

Wacom may, but is not obligated to, modify or add to the Licensed Materials, as it deems fit in its sole and absolute discretion. To the extent that Wacom modifies the Licensed Materials as a result of bug fixing efforts ("Update(s)"), Wacom will make such Updates available to Licensee as it makes such Updates available to third parties generally. Wacom reserves the right to discontinue developing, producing, licensing, or distributing the Licensed Materials, and to modify or replace the Licensed Materials at any time in its sole and absolute discretion.

### 3.5 No Technical Support

Except as otherwise expressly set forth in this Agreement, Wacom and/or its licensors are under no obligation to install, maintain or support the Licensed Materials.

### 3.6 Suspension

In addition to any rights Wacom may have to terminate this Agreement pursuant to Section 6 below, Wacom may remove or suspend the availability of the Licensed Materials at any time and for any reason, in Wacom's sole and absolute discretion. By way of illustration and not by way of limitation, reasons for removal or suspension may include: (a) Licensee's breach of the terms of this Agreement or use of the WILL SDK contrary to the terms of the Documentation; (b) Licensee's express termination of this Agreement or of the license grants associated with the Licensed Materials; (c) any claims or allegations that any Licensee Product infringes, misappropriates, or otherwise violates the intellectual property rights or other proprietary rights of any third party; or (d) the content or quality of any Licensee Product. Wacom also may disable previously downloaded copies of the Licensed Materials if Wacom believes that the Licensed Materials could cause harm to end users, their devices, or to any network, or to comply with any judicial process, government order or lawsuit settlement. Wacom's termination and suspension rights are without prejudice to its other rights and remedies under this Agreement or otherwise at law or equity.

#### **4. Licensee's Obligations and Responsibilities**

##### **4.1 Use Restrictions**

Subject to the terms and conditions of this Agreement and in addition to any other restrictions or conditions imposed on Licensee hereunder, Licensee shall:

- a. Use or combine the Licensed Materials or any components thereof only with other computer program(s) independently developed or procured by Licensee so as to develop, assemble, and use Licensee Products;
- b. Keep the Licensed Materials or any components thereof free and clear of all claims, liens and encumbrances; and
- c. Not delete, conceal or otherwise remove any proprietary rights notices included in or as part of the Licensed Materials.

##### **4.2 Third Party Software**

###### **a. Limitations on Use of Open Source Software**

Licensee acknowledges and agrees that Licensee shall not take any action that would require, indicate, or imply that the Licensed Materials therein 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, Licensee shall not use or incorporate the Licensed Materials with any Open Source Code licensed under any license terms that: (i) impose or could impose a requirement or condition that the Licensed Materials, or any software or source code used or integrated therewith: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making modifications or derivative works; or (c) 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 Licensed Materials, or any software or source code used or integrated therewith. Licensee shall promptly inform Wacom in writing of any Open Source Code use in violation of this Section of which it becomes aware. For purposes of this Agreement, "Open Source Code" 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.

###### **b. Third Party Software**

The WILL SDK includes and uses the third party software components shown in the list accessible via the following weblink:

[developer-docs.wacom.com/display/DevDoc/WILL+SDK+-+Licensing+-+Third+Party+Components](https://developer-docs.wacom.com/display/DevDoc/WILL+SDK+-+Licensing+-+Third+Party+Components)

Licensee acknowledges and agrees that the use of the WILL SDK may be subject to the license conditions of such third party software components.

#### c. Compliance with Licenses

Subject to Section 4.2(a) above, in exercising the license rights granted to Licensee in this Agreement, Licensee 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 Licensee's use of the Licensed Materials in developing Licensee Products hereunder.

#### 4.3 No Reimbursement

It is expressly understood and agreed that Wacom shall have no obligation to pay for or otherwise reimburse Licensee for any expenses or costs incurred by Licensee in connection with the use of the Licensed Materials or the exercise of its rights and/or the performance of its obligations and responsibilities hereunder. Any such costs or expenses incurred by Licensee shall be borne solely and exclusively by Licensee.

#### 4.4 Trademark Use

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- b. Licensee acknowledges Wacom's ownership of and exclusive rights to the Trademarks and all goodwill associated therewith, and acknowledges and agrees that any and all use of the Trademarks by Licensee shall inure to the sole and exclusive benefit of Wacom. Licensee shall not: (i) challenge Wacom's exclusive ownership rights in and to the Trademarks, nor take action inconsistent with Wacom's rights in the Trademarks; (ii) register or seek to register the Trademarks, or any trademark or designation similar thereto, as a trademark, service mark, corporate name, trade name or domain name or otherwise, either domestically or anywhere in the world; (iii) use or incorporate the Trademarks, or any trademark or designation similar thereto, as part of any company name, domain name, trade name, or any other product or service, except as otherwise expressly approved by Wacom in writing; or (iv) do, or omit to do, anything in its use of the Trademarks that could adversely affect their validity, registerability or enforceability.
- c. Licensee shall not alter, modify, cut apart, or delete any Trademarks that appear on or in connection with the Licensed Materials, or components thereof, or that may be displayed during the normal operation of the WILL SDK.

#### 4.5 Testing

Licensee shall be solely responsible for the testing of the Licensed Materials for Licensee's purposes. Licensee acknowledges that it is technically not possible to develop data processing computer programs which are entirely free of technical issues. In the event that Licensee identifies any technical issue with the Licensed Materials, whether alone or as part of any Licensee Product, Licensee shall promptly report such issue in writing to Wacom.

Wacom shall not have any obligation to remedy any issue reported by Licensee. 5.  
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5.1 Disclaimer

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5.2 Limitation of Liability

- a. IN NO EVENT WILL WACOM BE LIABLE TO LICENSEE 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, INCURRED BY LICENSEE OR ANY THIRD PARTY, 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. LICENSEE ACKNOWLEDGES 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 LICENSED MATERIALS, LICENSEE ACKNOWLEDGES AND AGREES THAT WACOM'S TOTAL AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ONE THOUSAND U.S. DOLLARS (U.S. \$1,000).
- b. NOTWITHSTANDING SECTION 5.2(a) ABOVE, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS WACOM'S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3 Failure of Essential Purpose

Licensee acknowledges and agrees that the disclaimers and limitations of liability set forth in this Section 5 shall continue to apply notwithstanding the failure or alleged failure of any essential purpose.

## 6. Term and Termination

### 6.1 Term

This Agreement commences on the date Licensee either downloads or installs the Licensed Materials (the "Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2 below (the "Term").

### 6.2 Termination

This Agreement may be terminated as follows:

- a. Wacom may terminate this Agreement upon written notice to Licensee, effective immediately and without opportunity to cure, in the event of any unauthorized use, installation, activation or distribution of the Licensed Materials by Licensee, either as a whole or any components thereof.
- b. Wacom may terminate this Agreement in the event of a breach by Licensee of this Agreement (other than a breach governed by Section 6.2(a) above) that is not cured within thirty (30) days in accordance with prior notice by Wacom to Licensee specifying the breach.
- c. If during the Term, Licensee directly or indirectly through a third party institutes or actively participates as an adverse party in, or otherwise provides material support to, any action, suit or other proceeding: (i) to challenge the ownership, validity, enforceability or patentability of any intellectual property rights owned or controlled by Wacom or its Affiliates in connection to the License Materials and/or the Trademarks; or (ii) claiming that the Licensed Materials and/or the Trademarks violate, infringe or otherwise misappropriate Licensee's or any third party's intellectual property rights, then Wacom shall have the right to: (a) retroactively revoke, effective as of the Effective Date, the license or this Agreement, immediately upon notice to Licensee; and (b) collect a reasonable royalty from Licensee for the use of Licensed Materials by Licensee during the term commencing on the Effective Date until such date of revocation. This Agreement shall be deemed terminated as of such date of revocation, and Licensee shall pay such royalty payment within thirty (30) days following the revocation date.
- d. Either party may immediately terminate this Agreement upon written notice to the other party, effective immediately and without opportunity to cure, in the event of the other party's insolvency, bankruptcy or the filing of any proceeding by or against that party seeking relief from creditors.
- e. Wacom may immediately terminate this Agreement upon written notice to Licensee effective immediately and without opportunity to cure in the event Licensee is acquired through merger, a third party purchases a controlling interest in Licensee, or substantially all of Licensee's assets are sold or transferred to another entity.
- f. The parties may mutually agree in writing to terminate this Agreement on such terms as they may agree to.

### 6.3 Effect of Termination

- a. Upon the termination of this Agreement, no matter the reason, no rights in the Licensed Materials will remain with Licensee, and in no event may Licensee continue to use the Licensed Materials or components thereof following such termination. Upon termination of this Agreement: (i) the license rights granted under Section 3.1 above shall immediately and automatically terminate; (ii) Licensee shall: (a) cease all use of the Licensed Materials and permanently delete and make unrecoverable the Licensed Materials and all copies thereof (including any back-up copy and all documentation) from Licensee's computer systems and any similar device on which the Licensed Materials were installed unless the parties hereto agree otherwise; and (b) certify in writing that the Licensed Materials and all copies thereof have been destroyed or returned. In the event of any termination by Wacom for Licensee's breach pursuant to Section 6.2(a) or (b) above, Licensee acknowledges and agrees that in addition to Wacom's right to terminate this Agreement, such breach may result in criminal and/or civil prosecution by Wacom.
- b. Upon any termination of this Agreement, Sections 1, 3.2, 3.3, 4.4(b) and (d), 5, 6.3, 7, 8, and 9 will survive such termination.

## 7. **Indemnity**

Licensee shall defend, indemnify and hold harmless Wacom and its Affiliates, and each of their respective officers, directors, agents, and employees (the "Wacom Indemnitees"), 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) Licensee's breach or failure to comply with any Open Source Software license or other third party software license; (b) any breach of this Agreement by Licensee; or (c) the use of the Licensed Materials or the Trademarks, including without limitation, any actual or threatened suit, demand or claim made against the Wacom Indemnitees arising out of or relating to Licensee's conduct, Licensee's breach of this Agreement, Licensee's violation of the rights of any third party, or any Licensee Product.

## 8. **Confidentiality**

### 8.1 Confidentiality Obligations

- a. Each party (a "receiving party") may obtain or otherwise have access to under this Agreement information that is confidential ("Confidential Information") to the other party or one of its Affiliates (a "disclosing party"). For purposes of clarity, Wacom's Confidential Information shall include, but not be limited to, the Licensed Materials and any enhancements or maintenance modifications (including any Updates), product performance benchmarks or test results, formulas, computer or software code, algorithms, specifications, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, and all information clearly identified by Wacom at the time of disclosure as confidential. Confidential Information includes all information received by the disclosing party from third parties that the disclosing party is obligated to treat as confidential, and oral information that is identified by the disclosing party as confidential.
- b. The receiving party will not use the disclosing party's Confidential Information except in the exercise of its rights and/or the performance of its obligations and responsibilities under this Agreement, and will not release, disclose, or otherwise transfer such Confidential Information to third parties. The receiving party may disclose the disclosing party's Confidential Information solely to those employees of the receiving party who have a bona fide "need to know" and who are obligated to maintain the confidentiality of such information pursuant to written obligations of confidentiality and non-use that are at least as restrictive as those set forth in this Agreement. The receiving party will treat all such Confidential Information in the same manner as it treats its own confidential and



proprietary information of a similar kind or nature, but in no event using less than a commercially reasonable degree of care. In the event of any unauthorized use or disclosure of the disclosing party's Confidential Information, the receiving party shall promptly inform the disclosing party in writing and shall at the receiving party's expense reasonably assist the disclosing party in remediating any such unauthorized use or disclosure.

## 8.2 Exceptions

"Confidential Information" shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. The receiving party may further disclose the disclosing party's Confidential Information if required to be disclosed by law or a valid order of a court or other governmental authority; provided that, the receiving shall first have given the disclosing party prompt advance notice of such required disclosure so as to permit the disclosing party to take action to protect its interests.

## 8.3 No Grant of Rights

The receiving party acknowledges and agrees that the disclosing party's Confidential Information constitutes the valuable trade secrets of the disclosing party and/or its suppliers. Except as otherwise provided in this Agreement, all Confidential Information of the disclosing party and any Derivatives thereof, are and shall remain the property of the disclosing party, and no license or other rights to such Confidential Information is granted or implied hereby. For purposes of this Section, "Derivatives" means: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

## 8.4 Return of Confidential Information

Upon the termination of this Agreement or upon the earlier request of the disclosing party, the receiving party shall return to the disclosing party or destroy (and certify in writing the destruction thereof), all of the disclosing party's Confidential Information in the receiving party's possession, custody or control, including without limitation, all notes, memoranda or other documents including or containing such Confidential Information.

## 9. General Provisions

### 9.1 Terms of Use and Privacy Policy

Licensee's use of the Licensed Materials is subject to and conditioned upon Licensee's agreement to and compliance with Wacom's Terms of Use and Privacy Policy. By entering into this Agreement, Licensee agrees to be bound by Wacom's Terms of Use and Privacy Policy. To read Wacom's Terms of Use, click here: <http://www.wacom.com/en-us/terms-of-use>. To read Wacom's Privacy Policy, click here: <http://www.wacom.com/en-us/privacy>.

### 9.2 Communication and Official Notice

Communications by means of email shall fulfil 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 Licensee shall be addressed as follows:

To Wacom: Vice President Portfolio Management and Technology Marketing  
Platform and Application Business Unit  
Wacom Europe GmbH  
Völklinger Straße 1, 40219 Düsseldorf, Germany

Any official notice to Licensee from Wacom may be addressed to Licensee at the address information maintained by Wacom with respect to Licensee's Wacom ID.

### 9.3 Relationship of the Parties

The parties undertake their respective obligations under this Agreement as independent contractors only. This Agreement does not, and is not intended to create any employment, agency, franchise, joint venture, legal partnership or other similar legal relationship between the parties. Neither party is authorized to transact business, incur obligations, sell goods, solicit orders, or assign or create any obligation of any kind, express or implied, on behalf of the other party, or to bind it in any way whatsoever, or to make any contract, promise, warranty or representation on the other party's behalf with respect to products sold by the other party or any other matter, or to accept any service of process upon the other party or receive any notice of any nature whatsoever on the other party's behalf.

### 9.4 Assignment

Licensee will not assign this Agreement without Wacom's prior written consent, except that Licensee may assign this Agreement to any of its Affiliates without Wacom's consent after notice to Wacom and on condition that both the Licensee and its Affiliate will be subject to this Agreement. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

### 9.5 Publicity

Except as contemplated by this Agreement, neither party will use the names or trademarks of the other party in news releases, advertising or otherwise without the prior written approval of such other party; provided, however, that Wacom may include Licensee, Licensee's logo and/or the Licensee Product on its customer lists and publicize such list in the relevant market in order to promote Wacom's products or services and/or the Licensed Materials.

### 9.6 Waiver

Failure of either party at any time to require performance by the other party of any provision hereof shall not be deemed to be a continuing waiver of that provision, or a waiver of its rights under any other provision of this Agreement, regardless of whether such provision is of the same or a similar nature.

### 9.7 Force Majeure

Neither party shall be liable to the other because of any delay or failure if and to the extent such delay or failure is caused by occurrences beyond the control of the party including, but not limited to, acts of God; war, acts of terrorism, riots and civil disturbances; expropriation or confiscation of facilities or compliance with any order or request of governmental authority; strikes, labor or employment difficulties whether direct or indirect; or any cause whatsoever which is not within the reasonable control of the party. The party shall immediately notify the

other of the existence of any such force majeure condition and the anticipated extent of the delay or non-delivery.

#### 9.8 Severability

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.

#### 9.9 Law and Venue for Disputes

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. 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 settled exclusively by binding arbitration in Japan by the Japan Commercial Arbitration Association in accordance with the Administrative and Procedural Rules for Arbitration under the UNCITRAL (United Nations Commission on International Trade Law). Licensee hereby consents to and agrees not to contest arbitration in the foregoing venue.

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.

#### 9.10 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.

#### 9.11 Export Restrictions

Licensee may not download, export or re-export the Licensed Materials: (a) into, or to a national or resident of, any country to which the United States has embargoed goods; or (b) 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, Licensee hereby represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee acknowledges that it is Licensee's sole responsibility to comply with any and all government export and other applicable laws and that Wacom has no responsibility with respect thereto.

#### 9.12 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

#### 9.13 Amendments

Wacom may update or modify this Agreement at any time in its sole discretion. Wacom will indicate the last date on which the Agreement was last modified or updated at the top of this Agreement. It is Licensee's responsibility to periodically review this Agreement for any such modifications or updates. Licensee's subsequent use of the Licensed Materials following such updates or modifications shall be conclusively deemed an acceptance of all such updates or modifications. Any updates or modifications to this Agreement shall be deemed to supersede and/or replace the Agreement in its prior form, to the extent set forth in such updates or modifications.

#### 9.14 Audit Rights

Wacom may retain administrative access to Licensed Materials or components thereof for purposes of auditing Licensee's compliance with the terms of this Agreement, including without limitation, Licensee's use of the Licensed Materials. Wacom and/or its designees shall further have the right, upon reasonable prior notice to Licensee, to audit and inspect Licensee's systems, devices, and/or records for purposes of determining Licensee's compliance with this Agreement, which audit right, may include the right to access and inspect Licensee's facilities and copy any documents or records in connection with such audit. Licensee agrees to cooperate with Wacom in connection with any such audit.

#### 9.15 Injunctive Relief

Licensee acknowledges and agrees that, in the event of any breach by Licensee of Sections 3 or 8 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.

#### 9.16 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.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT: (a) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY; (b) YOU AGREE TO BE BOUND BY THIS AGREEMENT; (c) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY, AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF; AND (4) BY SO CLICKING, THIS AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE LEGAL OBLIGATION.