

# **END USER LICENSE AGREEMENT AND TABLET DRIVER PRIVACY NOTICE**

## **Part I: END USER LICENSE AGREEMENT TABLET DRIVER SOFTWARE**

## **Part II: TABLET DRIVER PRIVACY NOTICE**

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT AND THE TABLET DRIVER PRIVACY NOTICE. BY CLICKING THE "ACCEPT" BUTTON OR USING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND YOU AGREE TO THE TABLET DRIVER PRIVACY NOTICE. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND THE TABLET DRIVER PRIVACY NOTICE OR DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "DECLINE" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT AND THE TABLET DRIVER PRIVACY NOTICE, YOU WILL NOT HAVE THE RIGHT TO USE OR ACCESS THE SOFTWARE.

### **Part I:**

## **END USER LICENSE AGREEMENT**

### **TABLET DRIVER SOFTWARE**

This End User License Agreement (this "Agreement") is between you (both the individual installing the Software and any single 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").

#### **1. DEFINITIONS**

1.1 "Documentation" means the user guides and manuals for installation and use of the Software.

1.2 "Product" means the Wacom Tablet hardware with which the Software has been provided to You.

1.3 "Software" means the Wacom Tablet Driver software and firmware and any corresponding Documentation that Wacom may provide to You in connection with the Product, and any updates to the foregoing that Wacom may in its discretion provide to You under this Agreement.

#### **2. SOFTWARE LICENSE**

2.1 License Grant. Subject to the terms and conditions of this Agreement, Wacom hereby grants to You a limited, non-exclusive license to: (a) use and install a single copy of the Software, in machine readable form only, on a single computer or other similar device, solely in conjunction with the Product; (b) use the Documentation provided with the Software in support of Your authorized use of the Software; and (c) make a single back-up copy of the Software, to be used solely for back-up purposes, provided that all trademark, copyright and other proprietary and restricted rights notices, legends and symbols included in the original version of the Software are reproduced on such back-up copy. Notwithstanding the foregoing, if You are under 18 years old, You agree that no license to the Software is offered or provided without Your parent's or guardian's consent to this Agreement.

2.2 Restrictions. You will not copy, use, modify, adapt, translate or exercise any other right in the Software (including the Documentation) except as (i) expressly permitted by this Agreement or to the minimum extent permitted by applicable law; or (ii) for disaster recovery, program error verification, and back-up purposes. You will not, and will not permit, encourage or enable any third party to, modify, adapt, translate, distribute, create derivative works based on, pledge, relicense, sublicense, loan, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use. You will not, and will not permit, encourage or enable any third party to, reverse engineer, disassemble or decompile the Software, or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except as and to the minimum extent expressly permitted by applicable law. You will not, and will not permit, encourage or enable any third party to, use the Software in conjunction with any third party products, but may be used only in connection with the Product. You will not remove or alter any trademark, copyright or other proprietary and restricted rights notices, legends and symbols appearing in or on the Software.

2.3 Export Limitations. You may not use or otherwise export or re-export the Software except as authorized by the laws of the jurisdictions from which or in which the Software was lawfully obtained by You. If You obtained the Software in or from the United States, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use Software for any purposes prohibited by United States or your local jurisdiction's law, including, without limitation, the development, design, manufacture or production of missile or nuclear, chemical or biological weapons.

2.4 No Assignment; One Time Transfer. You will not transfer, assign or delegate the Software 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 withheld. However, You may make a one-time permanent transfer of the Software and of all of Your rights under this Agreement to another party in connection with Your transfer of the Product if and only if all of the following conditions have been met: (a) the transfer includes all components and parts of the Product, all printed materials, any other warranties applicable to the Product, and all of Your rights and obligations under this Agreement, (b) You do not retain any copies of the Software or any portion thereof on any media or computer, and (c) the party receiving the Software 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 paragraph is void and of no effect.

2.5 Ownership. The Software is licensed and not sold. Wacom and its licensors will retain all right, title and interest in and to the Software, including all patent, copyright, trademark, trade secret and any other intellectual property or industrial rights in and to the Software, and any improvements, updates and derivative works thereof. Wacom reserves all rights and interests in and to the Software. You do not acquire any other rights, express or implied, in the Software other than those rights expressly granted under this Agreement.

2.6 No Support. Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases for the Software under this Agreement.

2.7 Updates. Wacom, at its discretion, may make available to You updates or upgrades to the Software. The terms of this Agreement will govern any such update or upgrade provided by Wacom to You that replaces, supplements, modifies, or enhances the Software, except that if such upgrade or update is accompanied by a separate set of terms, those terms will govern to the extent of any conflict with or terms that are in addition to this Agreement.

### **3. SOFTWARE WARRANTIES AND REMEDIES**

3.1 Limited Warranties. Wacom warrants that the Software will, for a period of (a) two (2) years if you reside in Europe, Africa or the Middle East; or (b) ninety (90) days if you reside in any other

jurisdiction (in each case, as measured from the date on which the Software is first installed, downloaded or activated by you) (the "Warranty Period"), materially perform in accordance with the Documentation, provided that, the Software is used in accordance with the Documentation and the terms and conditions of this Agreement. In the event that the Software does not comply with the foregoing warranty during the applicable Warranty Period, then Wacom shall make commercially reasonable efforts to correct such non-compliance by repairing or replacing the Software at no additional charge to You. If Wacom determines that repairing or replacing the Software is not feasible, would be disproportionately expensive, cannot be completed within a reasonable period of time or would result in unreasonable inconvenience to Wacom, Wacom may, in lieu of repair or replacement, offer an appropriate reduction or refund of any fees paid by You.

The Software is not fault tolerant and is not designed, permitted or intended for uses related to high risk activities. No oral or written information or advice provided by Wacom, its agents or any distributors or retailers of the Product will create any warranty or in any way increase the scope of the warranties expressly provided by Wacom under this Agreement. To the maximum extent permitted by law, this paragraph states the entire liability and obligation of Wacom, and Your sole and exclusive remedy in the event that the Software does not comply with the foregoing warranty or is defective.

Wacom does not warrant that: (a) the Software will meet Your requirements, (b) the Software will be compatible with or operate on the computer or other device on which You install it, or (c) defects in the Software will be corrected, or that the operation of the Software will be uninterrupted or error-free. This Agreement contains no warranties from Wacom for, nor any liabilities in relation to, the Product, which is subject to Wacom's standard hardware warranty (if any) applicable thereto.

Wacom will have no warranty obligations under this paragraph if such non-compliance is caused by unauthorized use of the Software, abuse, misuse, alteration, neglect or accidental damage of the Software or any repair or modification of the Software not performed by Wacom. Replacement or repair of the Software does not extend its warranty period beyond the original Warranty Period.

3.2 Disclaimers. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, WACOM DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WACOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, OR THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT LOCAL LAW IS APPLICABLE TO THIS AGREEMENT AND THAT LOCAL LAW PROHIBITS OR RESTRICTS WACOM FROM EXCLUDING OR RESTRICTING YOUR RIGHTS IN RELATION TO A WARRANTY FOR, OR LIABILITY FOR A DEFECT IN, THE SOFTWARE, THEN ANY EXCLUSION OR RESTRICTION IN THIS AGREEMENT WHICH IS CONTRARY TO THAT LOCAL LAW SHALL NOT APPLY, AND SHALL BE REPLACED WITH THE MINIMUM WARRANTY THAT IS REQUIRED UNDER SUCH LOCAL LAW.

#### **4. SOFTWARE LICENSE TERMINATION**

This Agreement is effective until terminated. 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 fail to comply with any terms of this Agreement. Upon termination of this Agreement, You will cease all use of the Software and permanently delete and make unrecoverable the Software and all copies thereof (including Your back-up copy and all Documentation) from Your computer or similar device on which it was installed. Upon any termination of this Agreement, Sections 1, 2.2, 2.5, 3.2, 4 and 5 will survive.

#### **5. GENERAL TERMS**

5.1 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 Software, such controversy, claim or dispute may be adjudicated solely in the Tokyo District Court, located in Tokyo, Japan, and Wacom and You each hereby irrevocably consent to the jurisdiction and venue of such court.

5.2 Limitation of Liability. To the maximum extent permitted by law, (i) in no event will either party be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages or if such damages are foreseeable; and (ii) in no event will Wacom's liability for any loss, damage, cost or expense incurred or suffered by You in connection with or arising out of the Software or this Agreement exceed the amounts paid by You for the Product. The parties acknowledge that the limitations of liability in this Section 5.2 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. Wacom's pricing of the Product reflects this allocation of risk and the limitation of liability specified herein. 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 directly 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) any willful misconduct or gross negligence on the part of Wacom; or (iv) any liability that cannot be excluded by applicable local law.

5.3 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.

5.4 Compliance with Laws. You will comply fully with all applicable laws and regulations, including export laws and local laws of the country or region in which You reside, or in which You downloaded or use the Software. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the applicable law.

5.5 Entire Agreement; General. 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. 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.

## **Part II:**

### **TABLET DRIVER PRIVACY NOTICE**

This Privacy Notice concerns the Personal Data processing by the Tablet Driver Software provided by Wacom Co., Ltd. and its subsidiaries (collectively "Wacom Group") and applies to Your use of Tablet Driver. This Privacy Notice forms part of Wacom's Privacy Policy (<https://www.wacom.com/privacy>).

#### **1. Definitions**

1.1 "Personal Data" means any information which – either alone or in combination with other information we can access – relates to You as an identified or identifiable individual.

1.2 “User”, “You” or “Your” means an individual who uses the Tablet Driver.

1.3 “Wacom”, “we”, “our” or “us” means the relevant company in the Wacom Group, specified by Wacom’s Privacy Policy, responsible for processing Your Personal Data or non-personal data received in relation to Your usage of the Tablet Driver. The list of Wacom Group companies can be found at <https://www.wacom.com/about-wacom>

1.4 “Tablet Driver” means and includes the various software components supporting Your Wacom device and allowing You to adjust the settings and access other relevant information.

## **2. Links and Web Services access provided by Tablet Driver**

2.1 The Tablet Driver includes links to the Wacom website and other third-party websites for informational and educational purposes. Following those links is optional and does not affect the performance of Your Tablet Driver or Wacom product. If You follow such links and access those websites, any interaction with those websites will be governed by the respective privacy policy for those websites.

2.2 The Tablet Driver may regularly check on Wacom’s servers whether a Tablet Driver or firmware update may be available for Your product and may offer links to easily download and install such Tablet Driver or firmware updates. Downloading and installing such updates is optional and may affect the performance of Your Tablet Driver or Wacom product. This process and Your downloading of the Tablet Driver or other product updates uses Your computer’s IP address solely for the technical facilitation of the process and is governed by the Wacom Privacy Policy for its website, which can be accessed on the Wacom website at [www.wacom.com/privacy](http://www.wacom.com/privacy).

2.3 The Tablet Driver may regularly check on Wacom’s servers whether your Wacom product has been registered with Wacom and may indicate the registration status. The Tablet Driver may regularly check on Wacom’s servers whether applicable tutorial videos may be available for Your Wacom product and may provide an option to view these videos. These processes do not affect the performance of Your Tablet Driver or Wacom product. These processes use Your product’s e-serial number and Your computer’s IP address solely for the technical facilitation of these features and are governed by the Wacom Privacy Policy for its website, which can be accessed on the Wacom website at [www.wacom.com/privacy](http://www.wacom.com/privacy).

2.4 The Tablet Driver provides the option to sign up to and use the cloud and other online services of Wacom (“Wacom Services”). The sign-up is optional and does not affect the performance of Your Tablet Driver or Wacom product. To sign up for any of such Wacom Services, You will be required to enter certain Personal Data. The processing of this Personal Data is subject to other relevant Wacom Privacy Policies, which can be accessed on the Wacom website at [www.wacom.com/privacy](http://www.wacom.com/privacy), and other applicable policies.

## **3. Contact information**

If You have any questions, requests or concerns about this Privacy Notice, please contact us at our email address [privacy-eula@wacom.com](mailto:privacy-eula@wacom.com).

## **4. Changes and Updates to this Privacy Notice**

This Privacy Notice may be revised periodically. Revisions will be effective when posted by Wacom and made available through the Tablet Driver.

End.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) YOU HAVE READ AND UNDERSTOOD THE TERMS OF THE TABLET DRIVER PRIVACY NOTICE, (4) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU AND, (5) BY SO CLICKING, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU, AND (6) BY SO CLICKING, YOU AGREE TO THE TERMS OF THE TABLET DRIVER PRIVACY NOTICE.