



Version Date: December, 2025

WACOM BRIDGE (ENTERPRISE) LICENSE TERMS AND CONDITIONS

The following WACOM BRIDGE (ENTERPRISE) License Terms and Conditions ("**Terms**") govern Company's use of Wacom's Wacom Bridge feature, as specified in the Partner's order form to which these Terms are applicable ("**License Order Form**").

1. Definitions.

As used in these Terms, 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.

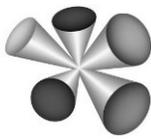
1.2 "**Agreement**" means the legal agreement between Company and Wacom governing Company's use of the Licensed Materials consisting of the applicable License Order Form and these Terms.

1.3 "**Authorized Users**" means an employee of Company or its Affiliates, or another person that: (a) is under a written agreement to perform services on behalf of Company and/or its Affiliates or provides services to Company and/or its Affiliates such as consultants, contractors, which obligates the person to protect Company's confidential information and to use Company's assets only for the benefit of Company; and (b) has been authorized by Company to use the Licensed Materials solely for the benefit of Company under terms and conditions of the Agreement.

1.4 "**Company**" means the legal entity identified as "Company" in the License Order Form and entering into this Agreement with Wacom for the right to use the Licensed Materials.

1.5 "**Confidential Information**" means all information disclosed by or on behalf of Wacom to Company which is in tangible form and labelled confidential or with similar legend, or which Company knows or reasonably should know to be confidential given the nature of the information and/or the circumstances regarding its disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) was already known to Company at the time of disclosure by or on behalf of Wacom without an obligation of confidentiality; (b) was or is obtained by Company from a third party not under an obligation of confidentiality with respect to such information; (c) is or becomes part of the public domain other than by a breach of this Agreement; or (d) was or is independently developed by Company without use of Confidential Information, as demonstrated by Company's contemporaneous written records. The Licensed Materials shall automatically be deemed Confidential Information.

1.6 "**Documentation**" means the instructions, manuals and diagrams, in printed and/or electronic



media, provided to Company relating to Wacom Bridge, as updated from time to time by Wacom pursuant to this Agreement.

1.7 **“Floating Seat License(s)”**: means a license that allows Company to grant Authorized Users access to Licensed Material(s) without identifying specific users, but with a limit on the number of concurrent users according to the number of licenses purchased by Company.

1.8 **“Intellectual Property Rights”** means all: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.9 **“Partner”** means an authorized reseller or commercial partner of Wacom through which Company may procure license entitlements for Wacom Bridge. **Partner is not a party to this Agreement**, and Partner has no authority to modify this Agreement or bind Wacom.

1.10 **“Law(s)”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgement, decree, or other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.11 **“Licensed Material(s)”** means: (a) the Wacom Bridge functions embedded in the Wacom Tablet Driver Software, (b) the license key installer, (c) an on-premise Wacom license server application (if provided) and (d) the Documentation. Licensed Material(s) do not include Third Party Applications.

1.12 **“License Term”** means the period of time specified in the applicable License Order Form for which Company has purchased license rights to use the Licensed Materials from Partner.

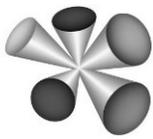
1.13 **“Wacom Bridge”** means the software features in the **Wacom Tablet Driver Software** that establish a direct driver-to-driver connection between a Wacom driver on a client system and a Wacom driver on a server system via a supported third party virtualization application, and include any related materials, new versions, new releases, upgrades or bug fixes that are enabled and made available by Wacom under this Agreement.

1.14 **“Wacom Tablet Driver Software”** means Wacom Tablet Driver Software v6.4.8 or later for Windows and macOS that is publicly available for licensed end users of supported Wacom devices and includes Wacom Bridge, any related materials, new versions, new releases, upgrades or bug fixes that are enabled and made available by Wacom under this Agreement.

1.15 **“Tax(es)”** means all state, municipal, federal, national, or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, except for taxes based on Wacom’s net income, personal and real property, and assets.

1.16 **“Trademarks”** means all trademarks, trade names, service marks, and logos identifying or used by Wacom in connection with the Licensed Materials, whether or not registered.

1.17 **“Wacom IP”** means: (a) the Licensed Materials and any other documents, data, know-how, methodologies, software and other materials in any form, provided in connection with the Licensed Materials or otherwise in connection with this Agreement, including computer programs, reports, and specifications, whether



owned, acquired or developed by or on behalf of Wacom or its Affiliates; (b) any and all improvements, enhancements, modifications, or derivatives of the foregoing, whether conceived, invented, created or developed by or on behalf of Wacom or its Affiliates, or by or on behalf of Company; and (c) any and all Intellectual Property Rights associated with or embodied in any item governed by subsections (a) or (b) of the foregoing.

1.18 “Wacom” means the entity identified as “Wacom” in the License Order Form and is the licensor of the Licensed Materials under this Agreement. “Wacom” means the party identified as “Wacom” in the License Order Form and who is selling license rights to Partner in connection with the Licensed Materials.

2. License Rights.

2.1 License Grants.

(a) During the applicable License Term and subject to the terms and conditions of this Agreement, Wacom hereby grants to Company the following limited, non-exclusive, non-transferable, non-sublicensable (except as set forth herein), revocable license rights to use, install, execute, access and install the Licensed Materials, solely and exclusively for Company’s or its Affiliates’ internal business purposes, provided that Company ensures that the Licensed Materials are removed from any and all Authorized User’s devices when the Authorized User’s relationship with Company or its Affiliates has expired or been terminated.

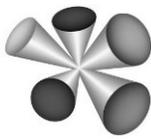
(b) Company acknowledges and agrees that the Licensed Materials include a license key that will be used by the Wacom Tablet Driver Software to verify license availability on a Wacom license server upon establishing a Wacom Bridge connection. Company agrees that said license key must be installed on all server systems to be used with Wacom Bridge, and that said server system must allow the Wacom Tablet Driver Software to communicate via the Internet with the Wacom license server for the purpose of validating license availability. For Company requiring use of Licensed Materials in a closed network, Wacom may, upon request and payment of a separate fee, provide Company with an installer and associated instructions to install a dedicated license server for Wacom Bridge on Company’s premises.

(c) The Licensed Materials can only be installed in conjunction with a compatible Wacom Tablet Driver Software installation. The Licensed Materials will be considered a part of the Wacom Tablet Driver Software and their use by end users is governed by the Wacom Tablet Driver Software End User License Agreement and Tablet Driver Privacy Notice (available under “Release Notes” for each driver version on <https://www.wacom.com/en-us/support/product-support/drivers>), and such agreement shall be incorporated into these Terms) (the “EULA”). In the event of any conflict between the EULA and these Terms, these Terms shall prevail. Each Affiliate of Company must agree to be subject to and bound by the EULA. Company shall ensure that the EULA is delivered and agreed to by each such Affiliate and each Authorized User using Wacom Bridge.

(d) Wacom shall, within a reasonable period of time following the execution of the License Order Form, make the Licensed Materials available to Company through an appropriate means as Wacom may specify.

2.2 Ownership and Reservation of Rights.

(a) The Licensed Materials are licensed and not sold. Wacom and its Affiliates retain all right, title and interest in and to the Licensed Materials and any other Wacom IP. Wacom and its Affiliates reserve all rights and interests in and to the Licensed Materials and other Wacom IP that is not expressly granted to Company under this Agreement and Company does not acquire any other rights, express or implied, in the Licensed Materials or such other Wacom IP or any portion thereof. Company acknowledges that the license rights granted under this Agreement do not provide Company with title to or ownership of the Licensed Materials or any other Wacom IP, but only grants Company the limited right to use the Licensed Materials under the terms



and conditions of this Agreement.

(b) Company 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 Company provides such Feedback, Company 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 Company.

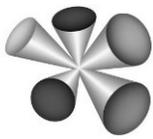
(c) During the applicable License Term, Company agrees not to assert or bring any claim against Wacom or any of its Affiliates, licensees, successors, or assigns based on or alleging that the Licensed Materials infringe, misappropriate, or otherwise violate Company’s or its Affiliates’ Intellectual Property Rights.

2.3 Updates, Changes, and Support. Wacom may, but is not obligated to, provide maintenance, support, technical support, upgrades, updates, modifications, or new releases, as it deems fit in its sole and absolute discretion. To the extent that Wacom updates or adds to the Licensed Materials (“**Update(s)**”), Wacom will make such Updates available to Company as it makes such Updates available to third parties generally. If Wacom makes such Update available, Company is obliged to install such Update without undue delay. Wacom is not liable for any damages that could have been avoided by installing an Update. Wacom reserves the right to cease or discontinue developing, producing, licensing, or otherwise distributing the Licensed Materials, and to modify or replace the Licensed Materials at any time in its sole and absolute discretion. Company acknowledges and agrees that any modifications or changes to the Licensed Materials may have an adverse effect on the Company’s use of Licensed Materials. Wacom shall have no liability of any kind to Company or to any third party with respect to such modifications or changes or any adverse effects resulting from any such modifications or changes. Except as otherwise expressly set forth in this Agreement, Wacom, its Affiliates and its or their licensors are under no obligation to install, maintain or support the Licensed Materials. Wacom is not obligated to provide any technical support for the Licensed Materials. If any such technical support is provided, such support is provided “AS IS”, with all faults, and without representations or warranties of any kind. Company may access any potential support on the Licensed Materials in Wacom’s support website at <https://developer-support.wacom.com/hc/en-us>.

2.4 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) Company’s breach of the terms of this Agreement or use of the Licensed Materials contrary to the terms of the Documentation; or (b) Company’s express termination of this Agreement or of the license grants associated with the Licensed Materials. Wacom may also 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/or remedies under this Agreement or otherwise at Law or in equity.

2.5 No Reimbursements. It is expressly understood and agreed that Wacom will have no obligation to pay for or otherwise reimburse Company for any expenses or costs incurred by Company 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 Company shall be borne solely and exclusively by Company.

2.6 Minimum Requirements. The minimum operating requirements for the Licensed Materials will be as stated in the License Order Form. Wacom reserves the right to modify the minimum operating requirements as the Licensed Materials are updated, upgraded, or new versions are released. Wacom will make commercially reasonable efforts to notify Company in advance of material changes to the minimum operating



requirements. Not all features and functions will operate in all operating systems or with all hardware. Certain features and functions require Wacom or other third party hardware components or additional software applications or operating systems. Wacom Bridge requires a supported third-party virtualization solution as stated in the License Order Form. License Order Form specifies the variations and requirements associated with specific features or functions of the Licensed Materials. This Agreement is for the use of the Licensed Materials only and Wacom is not responsible for procuring any other software, hardware or supported third-party virtualization solution necessary to meet the requirements for the use of the Licensed Materials.

2.7 Languages. Wacom will use commercially reasonable efforts to support the Licensed Materials in multiple languages. However, if the language of a device is not one of the then supported languages, the default language of the Licensed Materials will be English.

3. Obligations and Responsibilities.

3.1 Usage Rights.

(a) Company may only access and/or use the Licensed Materials within the scope of the license rights Wacom granted Company, via the Partner, pursuant to the License Order Form and these Terms (the “**Usage Rights**”). Company’s Usage Rights are determined by the license metric and quantities specified in the applicable License Order Form, including, where applicable, the number of Floating Seat Licenses.

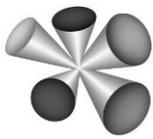
(b) It is Company’s obligation to know and understand the scope and extent of its Usage Rights. Any access and/or use of the Licensed Materials that exceeds, violates or breaches Company’s Usage Rights is grounds for termination of this Agreement pursuant to Section 6.2 below.

3.2 Restrictions. The restrictions and other content of the EULA applies to the use of entire Wacom Tablet Driver Software including Wacom Bridge licensed under the Agreement. Company acknowledges and agrees that Company will be liable for all acts and/or omissions of its Affiliates, and for all acts and/or omissions of Company’s or its Affiliates’ respective employees or other personnel, including without limitation, any breach of this Agreement by Company’s Affiliates or Company’s or its Affiliates’ employees or other personnel.

3.3 Availability.

(a) Company acknowledges and agrees that use of Licensed Materials inherently depends on the functionality, performance and availability of a supported third-party virtualization solution and a high speed network connection between client systems and hosting servers. Company acknowledges that Wacom has no responsibility or liability of any kind in connection with the content, development, operation, any changes, upgrades, updates, modifications, new releases, support or maintenance of such dependencies, and is not responsible or liable for any issues caused by such dependencies including disconnection and malfunction thereof. Company also acknowledges that any changes, upgrades, updates, modifications or new releases of such third party third-party virtualization solution may have an adverse effect on the Company’s use of Licensed Materials. Wacom will make commercially reasonable efforts to adapt Licensed Materials to such changes, but is not obligated to do so and shall have no responsibility or liability of any kind with respect to such changes.

(b) Company acknowledges and agrees that use of Licensed Materials inherently depends on the supported third-party virtualization solution and Wacom’s commercial agreement with the provider of said solution. In case said commercial agreement expires or is terminated for any reason, the Wacom Bridge functionality will cease to function. Wacom will notify Company of any such change in a timely manner. If the Wacom Bridge functionally ceases in the middle of the applicable License Term, Wacom shall provide a pro rata refund or credit on a daily basis to Company, via the Partner, for any license fees paid by Company with respect to the Wacom Bridge functionality, based on the extent to which the expiration or termination of said agreement has materially affected Company’s use of the Wacom Bridge functionality. **THE FOREGOING**



REMEDY IS COMPANY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY UNAVAILABILITY OF THE FUNCTIONALITY IN THE CASE ABOVE. COMPANY ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SET FORTH HEREIN, WACOM SHALL HAVE NO LIABILITY TO COMPANY AND/OR TO ANY THIRD PARTY WITH RESPECT TO ANY SUCH UNAVAILABILITY.

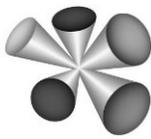
(c) Company acknowledges and agrees that the Wacom Tablet Driver Software on the server system will confirm license availability via the Internet with Wacom's license server upon establishing a Wacom Bridge connection between client systems and hosting servers (however, any IP address from hosting server will not be processed or accessed and will not be stored by Wacom). Wacom shall use commercially reasonable efforts to ensure that the license server is available for use and/or access on an uninterrupted basis. However, Company acknowledges and agrees that the license server will not always be available, as a result of, among other things, scheduled maintenance, system downtime, failures of the Internet generally, and other causes. In the event the license server becomes unavailable for access and/or use (other than as a result of scheduled maintenance and/or system downtime), Wacom shall, at its option, either: (i) use commercially reasonable efforts to restore such availability; or (ii) provide an equitable refund or credit to Company via the Partner, for any license fees paid by Company with respect to the Wacom Bridge functionality, based on the extent to which the unavailability of the license server has materially affected Company's ability to make use of the Wacom Bridge functionality, as determined by Wacom in its sole and absolute discretion. THE FOREGOING REMEDIES ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT FOR ANY UNAVAILABILITY OF THE LICENSE SERVER. COMPANY ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SET FORTH HEREIN, WACOM SHALL HAVE NO LIABILITY TO COMPANY AND/OR TO ANY THIRD PARTY WITH RESPECT TO ANY SUCH UNAVAILABILITY.

4. Fees and Payment Terms.

(a) **Fees; Taxes.** Company's procurement of license entitlements (including Fees, invoicing, payment terms, and any applicable taxes) is handled separately under the commercial terms between Company and the applicable reseller or other channel partner, if any. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WACOM HAS NO OBLIGATION TO PROVIDE REFUNDS, CREDITS, OR PAYMENT PROCESSING TO COMPANY.

5. Disclaimer; Limitation of Liability.

5.1 **Disclaimer.** THE LICENSED MATERIALS (INCLUDING THE COMPONENTS THEREOF) ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WACOM HEREBY EXPRESSLY DISCLAIMS 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 LICENSED MATERIALS WILL MEET COMPANY'S REQUIREMENTS, THAT THE LICENSED MATERIALS ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM(S), OR THAT THE USE OF THE LICENSED MATERIALS OR THEIR OPERATION 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 LICENSED MATERIALS WILL BE CORRECTED. WACOM DOES NOT REPRESENT OR WARRANT THAT ANY FEATURES REQUIRING A NETWORK CONNECTION WILL BE UNAFFECTED BY THE NETWORK AVAILABILITY, PERFORMANCE OR RELIABILITY, OR THAT ANY FEATURES REQUIRING A THIRD PARTY HARDWARE OR SOFTWARE WILL BE UNAFFECTED BY THE QUALITY, RELIABILITY OR FEATURES OF SAID HARDWARE OR SOFTWARE, OR THAT ANY FEATURES REQUIRING A COMMERCIAL AGREEMENT WITH A THIRD-PARTY WILL BE UNAFFECTED BY CHANGES TO SUCH AGREEMENTS. FURTHERMORE, WACOM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE USE BY COMPANY OF THE LICENSED MATERIALS (INCLUDING THE



RESULTS GENERATED BY SUCH USE), INCLUDING WITHOUT LIMITATION, THE CORRECTNESS, ACCURACY, QUALITY, CURRENTNESS, OR RELIABILITY OF THE LICENSED MATERIALS OR ANY CORRESPONDING RESULTS, OR THE APPROPRIATENESS OF THE LICENSED MATERIALS OR ANY CORRESPONDING RESULTS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. 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 LICENSED MATERIALS.

COMPANY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 5 AND ELSEWHERE IN THIS AGREEMENT SHALL CONTINUE TO APPLY NOTWITHSTANDING THE FAILURE OR ALLEGED FAILURE OF ANY ESSENTIAL PURPOSE.

5.2 Limitation of Liability. IN NO EVENT WILL WACOM BE LIABLE TO COMPANY 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. COMPANY 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, COMPANY ACKNOWLEDGES AND AGREES THAT WACOM'S TOTAL AGGREGATE LIABILITY TO COMPANY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (a) ONE THOUSAND U.S. DOLLARS (U.S. \$1,000); OR (b) THE FEES PAID OR PAYABLE FOR THE LICENSED MATERIALS GIVING RISE TO THE CLAIM 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 5.2 EXCLUDES OR LIMITS WACOM'S LIABILITY 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 WILLFULL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF WACOM; OR (iv) ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LOCAL LAW.

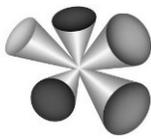
6. Term and Termination.

6.1 Term. License Term shall commence on the commencement date specified in the applicable License Order Form and shall continue for the period specified in the applicable License Order Form, unless earlier terminated as set forth in Section 6.2 below.

6.2 Termination. This Agreement may be terminated as follows:

(a) Wacom may terminate this Agreement upon written notice to Company, effective immediately and without opportunity to cure, in the event of any unauthorized use, installation, activation or distribution of the Licensed Materials by Company, its third party distributors, or Authorized Users, either as a whole or any components thereof.

(b) Wacom may terminate this Agreement in the event of a breach by Company of this Agreement (other than a breach governed by Section 6.2(a) above) that is not cured within thirty (30) days of Company's receipt of written notice from Wacom specifying the breach and demanding that it be cured.



(c) 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.

(d) Company may terminate this Agreement by notifying Wacom in writing that Company has ceased all use of the Licensed Materials. Company acknowledges and agrees that notwithstanding any termination by Company pursuant to this Section 6.2(d), Company shall not be entitled to a refund.

(e) The parties may mutually agree in writing to terminate this Agreement on such terms as they may agree to.

6.3 Effect of Termination or Expiration.

(a) Upon the termination or expiration of this Agreement, no matter the reason, the License Order Form and these License Terms (and all license rights to the Licensed Materials granted to Company in connection therewith) shall immediately and automatically terminate and no rights in the Licensed Materials or the Trademarks will remain with Company. In no event may Company continue to use the Licensed Materials (or components thereof) or the Trademarks following such termination or expiration. Upon termination or expiration of this Agreement, Company shall: (i) cease all use of the Licensed Materials and the Trademarks and permanently delete and make unrecoverable the Licensed Materials and all copies thereof (including any back-up copies and all documentation) from the computer systems of Company, its Affiliates, and any similar device on which the Licensed Materials were installed unless the parties hereto agree otherwise; and (ii) certify in writing that the Licensed Materials and all copies thereof have been destroyed or returned by Company and/or any of its or its Affiliates' employees or other end users.

(b) In the event of any termination by Wacom for Company's breach pursuant to Section 6.2(a) or (b) above, Company 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.

(c) In the event of any termination or expiration of this Agreement, the Wacom Tablet Driver Software End User License Agreement and Tablet Driver Privacy Notice remains in full effect for any and all use of the Wacom Tablet Driver Software that does not include Wacom Bridge and its related features and functions.

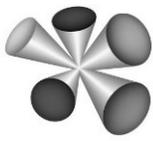
(d) Upon any termination or expiration of this Agreement, Sections 1, 2.2, 3.2, 5, 6.3, 7, 8, and 9 will survive such termination or expiration.

7. Indemnity.

7.1 Indemnity by Company. Company 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) Company's breach or failure to comply with any license terms of third party applications that Company uses with Wacom Bridge or Wacom Tablet Driver Software; (b) any breach of this Agreement by Company; (c) the conduct of Company's business; (d) the use of the Licensed Materials or the Trademarks; or (e) Company's infringement, misappropriation, or violation of the Intellectual Property Rights or other proprietary rights of any third party.

8. Confidentiality.

8.1 Company may gain access to Confidential Information in connection with this Agreement.



Company may use the Confidential Information only to the extent necessary to exercise its rights and perform its obligations under this Agreement. Subject to the express permissions set forth herein, Company may not disclose, transfer or make available Confidential Information to a third party without the prior express written consent of Wacom. Without limiting any of Company's obligations under this Agreement, Company agrees to protect the Confidential Information from unauthorized use, access, or disclosure in the same manner that it would use to protect 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. Upon the expiration or termination of this Agreement or upon Wacom's earlier request, Company shall return or destroy (and certify in writing the destruction thereof) any and all of the Confidential Information in Company's possession, custody or control, including without limitation, all copies, notes and/or memoranda including or containing such Confidential Information.

8.2 Any and all license keys provided by Wacom to Company, via the Partner, hereunder shall automatically be deemed Confidential Information. The license keys shall be used solely for the purposes provided by Wacom and Company shall immediately inform Wacom, via the Partner, in writing in the event of any actual or suspected unauthorized access to or use of the license keys. Company shall be responsible for any and all access to or use of the Licensed Materials as a result of the use of Company's license keys.

9. General Provisions.

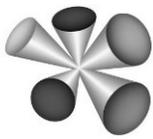
9.1 Communication and Official Notice. Email satisfies the requirement of written notice, except that amendments to this Agreement must comply with Section 10. Notices to Wacom must be sent to the notice address or email address designated by Wacom for legal notices (as provided in the License Order Form or otherwise made available by Wacom). Notices to Company must be sent to the Company notice contact set forth in the License Order Form or, if not provided, to Company's primary business contact used in connection with procurement of the Licensed Materials.

9.2 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 or services 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.

9.3 Assignment. Company will not assign this Agreement or otherwise delegate any of its rights, obligations or responsibilities hereunder without Wacom's prior written consent, except that Company may assign this Agreement to any of its Affiliates without Wacom's consent after notice to Wacom and on the condition that both Company and its Affiliate are 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 permitted assigns. Any assignment, transfer or delegation by Company in violation of this Section 9.3 shall be void *ab initio*.

9.4 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 Company and/or Company's logo 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.

9.5 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.



9.6 Force Majeure. Excluding any payment obligations owed by Company to Wacom hereunder, 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.

9.7 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.

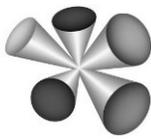
9.8 Law and Venue for Disputes. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of Japan without giving effect to any choice of law rule thereof. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof, or the Licensed Materials, such controversy, claim, or dispute shall be finally settled by arbitration in Tokyo in accordance with the Rules of Arbitration of the International Chamber of Commerce.

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.

9.9 U.S. Government Restricted Rights. The Licensed Materials are a "commercial item" as that term is defined at 48 CFR 2.101 (Sept. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (Sept. 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government users acquire the Licensed Materials with only those rights set forth herein.

9.10 Export Restrictions. Company may not download, export or re-export the Licensed Materials: 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, Company hereby represents and warrants that Company is not located in, under the control of, or a national or resident of any such country or on any such list. Aforementioned obligations are only valid if and to the extent as they do not infringe upon or are in conflict with EU law (e.g. Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom) and/or German law (e.g. Section 7 Foreign Trade and Payments Ordinance – as amended). Company acknowledges that it is Company's sole responsibility to comply with any and all government export and other applicable Laws and that Wacom has no responsibility with respect thereto.

9.11 Regional Variations. This Agreement describes certain legal rights. Company may have other rights, including consumer rights, under applicable Laws. This Agreement shall not be deemed to change those other rights if applicable Laws do not permit this Agreement to do so. For example, if Company acquired its rights in the Licensed Materials in the region below, or if a mandatory country law applies, then the following provisions apply to Company and shall take precedence in the event of any conflict with the provisions of this Agreement:



a. Germany.

- (i) Availability; Support; Disclaimer (in particular Sections 3.3, 2.3 and 5.1). The Licensed Materials will perform substantially as described in Documentation that accompany the Licensed Materials and is subject to any applicable statutory warranty rights. However, minor or insignificant deviations of the Licensed Material from the agreed quality are excluded from the warranty. Wacom gives no contractual guarantee in relation to the Licensed Materials.
- (ii) Limitation of Liability (Section 5.2). In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as death or personal or physical injury, Wacom is liable according to 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 this Agreement in the first place and on the performance of which Company 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).
- (iii) Indemnity (Section 7.1). Company's indemnity obligations only apply to the extent Company's conduct amounts to a culpable breach of this Agreement.

9.12 Entire Agreement, Order of Precedence. This Agreement (including the Amendments provided in Section 10 below) 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 will be executed in English and any other non-English language versions will be for convenience only. If there is any conflict between these Terms and any terms contained in the License Order Form or the EULA, then the following order of precedence will apply: (a) the License Order Form (solely with respect to product identification, quantities, license metrics, and License Term), (b) these Terms, and (c) the Driver EULA.

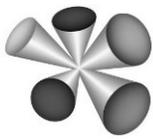
9.13 Injunctive Relief; Cumulative Rights. Company acknowledges and agrees that, in the event of any breach by Company of any provision of this Agreement affecting any Wacom IP or Confidential Information, Wacom will suffer irreparable injury for which money damages would be inadequate; therefore, Wacom 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. Except as expressly set forth herein, all rights and remedies under this Agreement are cumulative and not exclusive.

9.14 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.

10. Amendments.

10.1 Amendments. These Terms may be unilaterally modified, changed or amended by Wacom and the parties agree that any such modifications, changes or amendments (hereinafter in this Section 10 referred to as "Amendments") shall be binding on the parties, to the extent the Amendments are: (a) generally beneficial to the parties, including Company; and (b) the Amendments do not materially conflict with the subject and purpose of the transactions governed by these Terms, in addition to being reasonable in the light of the necessity and reasonableness of the matters changed by the Amendments.

10.2 Procedures of Amendments. Wacom will make the Amendments available and accessible to Company in the same manner as it makes available these Terms, such Amendments to be made available and accessible in advance of the effective date of such Amendments.



WACOM®

WACOM BRIDGE (Enterprise)

11. Email Communications. In connection with the Licensed Materials and/or the license rights granted herein, Company agrees to receive the following email communications from Wacom: (a) confirmation of the download and provision of the license key(s) for the Licensed Materials; (b) license key expiration notifications and upgrade offers; (c) notifications of product updates and bug fixes; (d) notifications of License Term expirations and any applicable upgrade or renewal processes; and (e) subject to Company and/or its end users providing prior consent, marketing and promotional emails from Wacom and its Affiliates.

END OF WACOM BRIDGE (ENTERPRISE) LICENSE TERMS AND CONDITIONS