



DTU-1031X

Important Product Information

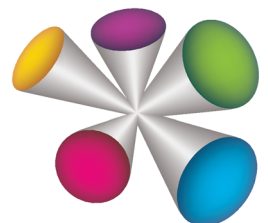
Precautions

Product Specifications

Disposal and Recycling Information

Regulatory Statement

License and Warranties





DTU-1031(X)

Important Product Information

Version 1.0 H0814

Copyright © Wacom Co., Ltd., 2014

All rights reserved. No part of this manual may be reproduced except for your express personal use.

Wacom reserves the right to revise this publication without obligation to provide notification of such changes.

Wacom does its best to provide current and accurate information in this manual. However, Wacom reserves the right to change any specifications and product configurations at its discretion, without prior notice and without obligation to include such changes in this manual.

The above year indicates when this manual was prepared. However, the date of release to the users of the "manual" is simultaneous with the introduction into the market of the applicable Wacom product.

Wacom is a registered trademark of Wacom Co., Ltd.





CONTENTS

Precautions	4	Regulatory Statement	14
Precautions on use and handling	4	FCC notice	14
Physical location	4	EU Conformity Information	15
Environment	4	License and Warranties	16
Usage	5	Tablet driver software end user license agreement	
Handling	6	(Worldwide except for Europe, Africa and Middle East)	16
Product Specifications	10	Tablet driver software end user license agreement	
General Specifications	10	(Europe, Middle East and Africa)	21
Display	11	Limited warranty	
Pen Tablet	12	(U.S.A. and Canada)	26
Pen	12	Limited warranty	
Disposal and Recycling Information	13	(Central America, South America and the Caribbean)	28
Turkey RoHS	13	Limited warranty	
Waste Electrical and Electronic Equipment (WEEE) Directive	13	(Europe, Africa and Middle East)	30
United States E-waste Program	13		





PRECAUTIONS

PRECAUTIONS ON USE AND HANDLING

To ensure the safe operation of the product, be sure to follow all instructions, cautions, and warnings found within this manual. Failure to do so could cause damage to the product, damage to your computer, or loss of data. Failure to do so could also void your warranty, in which case Wacom shall have no responsibility to repair or replace the product.

PHYSICAL LOCATION

WARNING

The product should be used in normal office environments. It may be used also as a center console in climate controlled environments. The product was tested by Wacom for usage in a normal office environment only, and there was no testing for compatibility in medical and military application areas.

The interactive pen display is neither waterproofed nor explosion resistant.

It serves and can be used solely as a passive display and input device.

In all applications that are not designated for its sole usage, no testing has been done on the functionality and possible malfunctions of the interactive pen display. The adoption of the interactive pen display in application areas other than normal office environments is at the user's risk.

ENVIRONMENT

CAUTION

Do not use or store the product where:

- Temperature changes are severe or exceed specifications (e.g. outdoors or inside a vehicle).
- The pen display or the pen are exposed to direct sunlight or heat from an appliance, or are exposed to water or any other kind of liquid.

Do not use the product in a dusty environment; this may damage it.





USAGE

WARNING

Only use a USB cable specified for use with the product. If a different type of USB cable is used, the product will not work properly or may be damaged. Using a different type of USB cable also has the potential to result in fire. Use of a different USB cable will void your warranty.

Do not damage, forcibly bend, or bundle the USB cable. Do not place heavy objects on the cord or expose it to excessive heat. Ignoring this warning may result in fire, electrical shock, or product failure.

Do not connect or disconnect the USB cable with wet hands. Ignoring this warning may result in electrical shock or product malfunction.

Do not insert a metal object or any foreign material into the USB port, video connector ports, or any other opening on the product. Doing so may cause product malfunction, fire, or electrical shock.

CAUTION

Provide adequate ventilation to the product. Poor ventilation may cause it to overheat or malfunction, and shorten the life of the product.

To protect the health of your eyes when using the product:

- Use the product only in a well-lit room, and do not sit too close to the display screen.
- Take regular breaks when using the product for extended periods of time.





Take care of the LCD display. Do not push down forcibly with the pen on the LCD display. Pushing down forcibly on the display may cause ripple-like striped patterns to temporarily appear on the display. The ripples disappear when you stop pushing down with the pen. The following conditions are characteristics of LCD displays and do not indicate damage or malfunction to the product.

- Depending on the displayed contents, uneven brightness may be produced.
- Depending on the displayed contents, a small portion of lit and unlit lines, or red or blue dots may be visible.
- When displaying objects with delicate patterns, flicker or striped patterns may be produced.
- After displaying the same still image for an extended period of time, a residual image may be produced. (Residual images will gradually disappear over time.)
- Changes to the condition of the back light over the period of using the display will gradually affect the condition of the display.
- Depending on the angle from which the display is viewed, the colors and hues may appear changed.

HANDLING

WARNING

High Voltage. Do not open or disassemble the product. There is a risk of electrical shock when the casing is open. Opening the case will void your warranty and Wacom shall have no responsibility to repair or replace the product.

Ensure that cabling or other objects do not get entangled in the moving parts of the stand.

Do not place the product on any wet surface or table. The rubber pads of the stand may slip, allowing the product to fall.

When moving the product, ensure all cables are fully disconnected from the computer and other areas. Appropriately bundle the cables to ensure they do not hang free and create a hazard. Tripping over loose cables can cause physical damage or personal injury.

Do not place the product on any unsteady surface or table. Do not place it on slanted areas, unstable areas, or areas where vibration is present.

Physical damage or personal injury may result if the product falls from an unsuitable surface.





Do not sit on, or hang from, the table or other surface where the product is placed. The product may fall and cause physical damage or personal injury. Take extra care where children are present.

If the LCD screen has been damaged, DO NOT touch any liquid that may be leaking from it; this liquid is an irritant. In case of contact with skin, eyes, or mouth, rinse immediately with running water for at least 15 minutes. If contact is made with the eyes or mouth, consult a physician.

Choking hazard. Prevent children from swallowing the pen tip. The pen tip may accidentally be pulled out if children are biting on them. Prevent children from playing with any packing materials or wrapping, as a choking or suffocation hazard may exist.

Refrain from using the product during thunder or electrical storms. Also disconnect the product from the USB port of a computer during such weather. Using the product during thunder or electrical storms may cause product malfunction, fire, or electrical shock.





CAUTION

Do not disassemble the pen. This may cause the device to malfunction. In this case, Wacom shall have no responsibility to repair or replace the pen.

Do not strike hard objects with the pen, such as repeatedly tapping the pen against a desk surface. Doing so may cause damage to the pen.

Do not apply excessive pressure or stress to the pen tip. This may cause failure or malfunction.

Take care not to drop or damage your pen. Use the pen tether provided to secure your pen.

Only use a replacement pen tip (nib) specified for the pen by Wacom.

Do not scratch the display screen. Avoid placing sharp objects on the display screen surface.

Avoid shock or vibration to the product and the pen. Hitting or dropping the product may damage the display screen or other components.

Do not put heavy objects on the product or push against it with a strong force; this may damage the display screen or break the display stand mechanism.

Do not place heavy articles on the cabling of the product, repeatedly bend the cables sharply, or apply heavy stress to the cable connectors; this may damage the product or cabling.

Do not store the product on a surface that would excessively bend or crimp the cable.

If your product has a coated surface, a worn pen nib that is sharp or angular may cause damage. Replace the pen tip if necessary.

Do not use any organic solvent (e.g. alcohol) or even mild detergent to clean the display screen. Use of these cleaners can damage the display screen. Damage of this kind is not covered by the manufacturer's warranty.

- Before cleaning, always disconnect the product from the USB port.
- To clean the display screen, use an anti-static cloth or a slightly damp cloth. When cleaning, apply only a light amount of pressure to the display screen and do not make the surface wet.
- To clean the pen display casing or the pen, use a soft cloth slightly dampened with water.

Touching the same part of your body to the product (LCD panels and other areas) for extended periods of time may cause low temperature burns. Avoid touching the product with the same part of your body for extended periods of time.





Do not place metallic objects on the product when using the product. Doing so may cause malfunction or damage to the product.

Placing other tablets or other devices near the product may affect the operation of the product and cause malfunctions. If this happens, place the interfering devices to the side or further away from the product.

To avoid permanently discoloring or altering the surface of your work area, periodically move the product to another part of the surface.

Handle the display carefully. When lifting or moving the display, hold the product's main body casing. Do not hold the display by the stand.

Place the pen in the compartment so the pen tip faces to the left. Be careful not to place the pen in the wrong direction or else the pen could become damaged.





PRODUCT SPECIFICATIONS

GENERAL SPECIFICATIONS

Dimensions (W x H x D)	310 x 217 x 14 mm
Weight	Main Body: 1.1 kg
Power consumption	5 W max. 1 W or less in sleep mode
Stand	Integrated stand, 18 degrees from flat
Interface cables	Special USB cable (Y-cable)
Cover plate	Tempered Glass with safety film (Back side)
Operating temperature & humidity	5°C to 40°C, humidity: 30% to 80% (non-condensing)
Storage temperature & humidity	-20°C to 60°C, humidity: 30% to 90% (non-condensing) (Maximum storage humidity is 90% at a temperature of 35°C, and maximum storage temperature is 60°C at a humidity of 30%.)





DISPLAY

Display panel	a-Si active matrix TFT LCD
Screen size	10.1 inch (222.72 x 125.28 mm)
Aspect ratio	16:9
Number of pixels	1024 x 600
Supported resolution	1024 x 600
White luminance uniformity	80%
Pixel pitch	0.2175 (H) x 0.2088 (V) mm
Viewing angles @ CR >10 (horizontal/vertical)	140 (70/70) / 120 (50/70) (typ.)
Display colors	262,144 colors
Contrast ratio	500:1 ; 300:1
Luminance	200 cd/m ² (typ.)
Response time (Tr + Tf)	TR 3 ms typ. TF 5 ms typ.
LCD quality	Each LCD panel is produced under very stringent quality standards. Production techniques cannot guarantee an absolutely perfect TFT display. Wacom does not allow any pixel to be always white or always black. A small number of pixels are allowed to show a wrong color for some parts of the color spectrum. This does not mean the display is defective.





PEN TABLET

Reading technology	Electro-magnetic resonance technology
Active area	222.72 x 125.28 mm
Resolution	2540 lpi or 0.01 mm/pt
Accuracy	Center: ± 0.5 mm Edge area 1 (20 mm from edge of display area): ± 2.0 mm Edge area 2 (3 mm from edge of display area): ± 4.0 mm
Reading height	5 mm or more, center
Maximum report rate	200 points/sec.
Pressure levels	512 levels
Communication Interface	USB

PEN

Physical dimensions (L x D)	141.5 x 9.0 mm, approximate
Weight	7.0 g, approximate





DISPOSAL AND RECYCLING INFORMATION

TURKEY ROHS

Türkiye Cumhuriyeti: EEE Yönetmeliğine Uygundur

WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) DIRECTIVE



In the European Union, this label indicates that this product should not be disposed of with household waste. It should be deposited at an appropriate facility to enable recovery and recycling. Please refer to your country's information on how to recycle this product responsibly in your country.

UNITED STATES E-WASTE PROGRAM

Wacom Technology, as a manufacturer of electronic monitors, is subject to and fully compliant with eWaste legislation in various states. For more information on the collection sites and statewide eWaste recycling programs in the United States, please visit:

<http://www.wacom.com/eWaste>

or call 1-800-922-6613





REGULATORY STATEMENT

FCC NOTICE

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

You can determine whether the equipment is causing interference by disconnecting it from your computer. If the interference stops, it was probably caused by the equipment.

If the equipment does cause interference to radio or television reception, you may be able to correct the interference by using one or more of the following measures:

- Rotate the television or radio antenna until the interference stops.
- Move the equipment farther away from the television or radio.
- Plug the equipment and computer into an outlet that is on a different circuit from the television or radio.

If necessary, consult your Wacom dealer or an experienced radio/television technician for help.

Changes or modifications to this product not authorized by Wacom could void the FCC Certification and negate your authority to operate the product.

This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.



EU CONFORMITY INFORMATION

The product complies with European EMC, ErP and RoHS Directive.

See: www.wacom.eu/certificates





LICENSE AND WARRANTIES

TABLET DRIVER SOFTWARE END USER LICENSE AGREEMENT (WORLDWIDE EXCEPT FOR EUROPE, AFRICA AND MIDDLE EAST)

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").

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

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 Tablet Driver software and Documentation provided to You with the Product, and any updates to either of the foregoing provided by Wacom to You under this Agreement.

2. SOFTWARE LICENSE

2.1 Limited License.

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) to 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.



2.2 Restrictions.

You will not copy or use the Software (including the Documentation) except as expressly permitted by this Agreement. You will not modify, 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 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 to the extent expressly permitted by applicable law. You will not use the Software as a stand-alone software or in conjunction with third party products, but may be used only in conjunction 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 No Assignment; One Time Transfer.

You will not transfer, assign or delegate 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 all of Your rights under this Agreement to another party in conjunction with Your transfer of the Product 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 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.

2.4 Ownership.

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.

2.5 No Support.

Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases under this Agreement.



3. WARRANTIES AND REMEDIES

3.1 Limited Warranties.

Wacom warrants that the Software, when used in accordance with the Documentation and the terms and conditions of this Agreement, will materially perform in accordance with the Documentation for a period of ninety (90) days from the date the Software is first installed or activated by You ("Warranty Period"). In the event that the Software does not comply with the foregoing warranty during such 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. 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. 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. 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 the Products, which are 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 Software does not extend its warranty period beyond the original Warranty Period.

3.2 Disclaimers.

Other than for the express warranties contained in this Agreement, WACOM MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER 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, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE A CONSUMER (A USER OF THE SOFTWARE FOR PERSONAL PURPOSES AND NOT FOR BUSINESS, TRADE OR PROFESSIONAL PURPOSES), THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU BASED ON THE APPLICABLE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE.





4. 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 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 (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, 2.4, 3.2, 4 and 5 will survive.

5. GENERAL TERMS

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

5.2 Limitation of Liability.

In no event will either party be liable for any and all 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. 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 Products reflects this allocation of risk and the limitation of liability specified herein. Wacom's liability under this Agreement or in any way related to the Software shall not exceed the amounts actually paid by you for the Product. You are required to keep the invoice or any other documents which prove the amount you actually paid for the Product. Notwithstanding the above, nothing in this Agreement limits Wacom's liability to You to the extent arising out of any willful or grossly negligent misconduct on the part of Wacom.

5.3 Severability.

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will 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 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 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.





TABLET DRIVER SOFTWARE END USER LICENSE AGREEMENT (EUROPE, MIDDLE EAST AND AFRICA)

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").

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

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 Tablet Driver software and Documentation provided to You with the Product, and any updates to either of the foregoing provided by Wacom to You under this Agreement.

2. SOFTWARE LICENSE

2.1 Limited License.

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) to 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.





2.2 Restrictions.

You will not copy or use the Software (including the Documentation) except as expressly permitted by this Agreement, or for disaster recovery, program error verification, and back-up purposes. You will not modify, translate, distribute, create derivative works based on, pledge, 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 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 extent expressly permitted by applicable law despite this restriction. You will not use the Software as a stand-alone software or in conjunction with third party products, but may use the Software only in conjunction 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 No Assignment; One Time Transfer.

You will not transfer, assign or delegate 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 all of Your rights under this Agreement to another party in connection with Your transfer of the Product 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 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.

2.4 Ownership.

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.

2.5 No Support.

Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases under this Agreement.





3. WARRANTIES AND REMEDIES

3.1 Limited Warranties.

Wacom warrants that the Software, when used in accordance with the Documentation and the terms and conditions of this Agreement, will materially perform in accordance with the Documentation for a period of two (2) years from the date the Software is first installed or activated by You ("Warranty Period"). In the event that the Software does not comply with the foregoing warranty during such Warranty Period, then Wacom shall correct such non-compliance by repairing or replacing the Software at no additional charge to You. If repairing or replacing the Software is impossible or disproportionate, or cannot be completed within reasonable time or inconvenience, You shall be entitled to either require appropriate reduction of any fees paid or have the Agreement rescinded. 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. 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. 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 the hardware components of the Products, which are subject to Wacom's standard hardware warranty (if any) applicable thereto. Wacom will have no warranty obligations under 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 Software does not extend its warranty period beyond the original Warranty Period.

3.2 Disclaimers.

Other than for the express warranties contained in this Agreement, WACOM MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER 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, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE A CONSUMER (A USER OF THE SOFTWARE FOR PERSONAL PURPOSES AND NOT FOR BUSINESS, TRADE OR PROFESSIONAL PURPOSES), THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU BASED ON THE APPLICABLE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE.





4. 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 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 (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, 2.4, 3.2, 4 and 5 will survive.

5. GENERAL TERMS

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

5.2 Limitation of Liability.

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. In no event will Wacom's liability for damages hereunder exceed the amounts actually 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 Products 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) to the extent arising out of any willful or grossly negligent misconduct on the part of Wacom.





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 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 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.





LIMITED WARRANTY (U.S.A. AND CANADA)

Wacom warrants the product, to the original consumer purchaser, except for the Software and consumable items such as the battery, pen cartridges, tablet surface sheet and nibs, to be free from defects in materials and workmanship under normal use and service for a period of three (3) years, from the date of original retail purchase, as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

The Software is licensed "as is." Wacom makes no warranty with respect to its quality or performance. Wacom cannot guarantee you uninterrupted service or the correction of any errors.

Upon discovery of a defect in the product, except in the Software, within the Warranty Period, you should contact Wacom Technical Support via telephone, email, or fax to obtain an RMA (Return Merchandise Authorization) number and instructions for shipping the product to a service location designated by Wacom. You should send the product, shipping charges prepaid, to the designated service location, accompanied by the return authorization number, your name, address and telephone number, proof of purchase date, and a description of the defect. Wacom will pay for return shipping by United Parcel Service or by an equivalent service as chosen by Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location and (ii) any loss or damage to the product resulting from such transportation.

Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from accident, abuse, misuse, negligence, or unauthorized modification or repair, or if it has been handled or stored other than in accordance with Wacom's storage instructions.

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.





WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM'S EXPRESS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim.

This Limited Warranty is governed by the laws of the United States of America and the state of Washington.

This Limited Warranty is valid for and only applies to products purchased and used inside the United States (and its territories or possessions) or Canada.

WARRANTY SERVICE

To obtain Warranty service within the U.S. or Canada contact:

Wacom Customer Care Center

Phone: 1.360.896.9833

Email Inquiry form: <http://www.wacom.com/productsupport/email.cfm>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation

1311 SE Cardinal Court

Vancouver, Washington 98683

U.S.A.





LIMITED WARRANTY (CENTRAL AMERICA, SOUTH AMERICA AND THE CARIBBEAN)

Wacom warrants the product, to the original consumer purchaser, except for the Software and consumable items such as the battery, pen cartridges, tablet surface sheet and nibs, to be free from defects in materials and workmanship under normal use and service for a period of three (3) years, from the date of original retail purchase, as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

The Software is licensed "as is." Wacom makes no warranty with respect to its quality or performance. Wacom cannot guarantee you uninterrupted service or the correction of any errors.

Upon discovery of a defect in the product, except in the Software, within the Warranty Period, you should contact Wacom Technical Support via telephone, email, or fax to obtain an RMA (Return Merchandise Authorization) number and instructions for shipping the product to a service location designated by Wacom. You should send the product, shipping charges prepaid, to the designated service location, accompanied by the return authorization number, your name, address and telephone number, proof of purchase date, and a description of the defect. Wacom will pay for return shipping by United Parcel Service or by an equivalent service as chosen by Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location and (ii) any loss or damage to the product resulting from such transportation.

Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from accident, abuse, misuse, negligence, or unauthorized modification or repair, or if it has been handled or stored other than in accordance with Wacom's storage instructions.

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.





WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM'S EXPRESS WARRANTY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim.

This Limited Warranty is governed by the laws of the United States of America and the state of Washington.

This Limited Warranty is valid for and only applies to products purchased and used inside Central America, South America or the Caribbean.

WARRANTY SERVICE

To obtain Warranty service within Central America, South America or the Caribbean contact your local dealer or distributor.

Wacom Customer Care Center

Spanish: <http://www.wacom.com/sp/productsupport/email.cfm>

Portuguese: <http://www.wacom.com/pr/productsupport/email.cfm>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation
1311 SE Cardinal Court
Vancouver, Washington 98683
U.S.A.





LIMITED WARRANTY (EUROPE, AFRICA AND MIDDLE EAST)

WACOM warrants to you, as the initial purchaser, (hereinafter referred to as "you" or "the customer") that the product hardware will remain free from defects in materials and workmanship under normal use and service for a warranty period of THREE (3) YEARS, commencing from the purchase date and provided that the product was unused at the time of purchase. Defects in wear parts (e.g. pen nibs, tablet surfaces and batteries) resulting from normal wear and tear are exempt from the warranty. Furthermore, WACOM warrants that the data carriers delivered with the product are free from defects in materials and workmanship under normal use for a period of SIX (6) MONTHS from the date of purchase.

If during the applicable warranty period the product, excluding any software, is discovered to be defective, it should be returned immediately to the place of purchase in its original packaging together with your name, address, and telephone number, a description of the problem, and a copy of the original receipt. The customer shall be liable for any possible damage or loss of the product during transit to the place of purchase for this purpose.

WACOM's sole obligation and entire liability under this warranty shall be, at WACOM's option, either the repair or the replacement of the product or parts thereof that prove defective and that were returned within the applicable warranty period.

WACOM does not warrant to repair or replace the product if: (a) the damage to the product results from accident, misuse, improper use, negligence or unauthorised alteration or repair; (b) the product was not handled or stored according to the instructions provided by WACOM; (c) the damage resulted from normal wear and tear of product parts; or d) the serial number affixed by WACOM has been removed or rendered unintelligible.

Any descriptions, drawings, specifications, samples, models, notifications or similar material provided in connection with the purchase of the product cannot be taken as an explicit guarantee that the product corresponds to or fulfils your requirements.

The warranty guaranteed by law remains unaffected. You can claim defects of the product in accordance with the relevant legal provisions.





WACOM shall only be liable for itself and its vicarious agents if a material contractual obligation has been culpably breached in a manner jeopardising the purpose of the contract or the damage is due to intentional acts or omissions or gross negligence. A material contractual obligation is an obligation which is essential to the proper performance of the contract on which the other party will typically rely. In case that the culpable infringement of such a material contractual obligation is not due to intention or gross negligence, the liability of a party shall be limited to such damages being typical for the contract and which were reasonably foreseeable at the time of the closure of the contract. Where these Terms and Conditions preclude or limit liability, this also applies to the personal liability of the executive officers of the party concerned, its employees, agents and subcontractors. The provisions of the product liability law (Produkthaftungsgesetz) remain unaffected.

If, when a claim made under this warranty is checked, it emerges that it is outside the permitted time period or is not covered by the warranty or that the product is not defective, the customer will reimburse WACOM for associated costs.

This limited warranty shall apply if the registered office of the vendor is situated in the EU or Iceland, Norway, Jersey, Switzerland, Russia, the Ukraine, Croatia, Serbia, Tunisia, Turkey, Syria, Lebanon, Jordan, Israel, Egypt, the United Arab Emirates, Iran or South Africa.

This warranty is subject to German law. However, the applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The city of Krefeld, Germany, is the sole place of jurisdiction for all claims arising from this contractual relationship and all disputes between the parties resulting from the formation, handling or termination of the contractual relationship, provided that the customer is a trader, a legal entity or fund under public law. The jurisdiction agreement shall also apply for customers who do not have a general place of jurisdiction in Germany. The jurisdiction agreement shall not apply if, due to legal provisions, a different sole place of jurisdiction must be established for the case. Furthermore, WACOM is authorised to file a lawsuit against the headquarters of the customer.

Should one of the provisions of this limited warranty be or become void, the validity of the other provisions shall not be affected, in full or in part. Should a provision be invalid, the legally permissible regulation most closely resembling the invalid regulation shall apply in its place. If you have any questions about this agreement, or would like to contact WACOM for another reason, please write to us at this address:

WACOM Europe GmbH
Europark Fichtenhain A9
47807 Krefeld
GERMANY

