

SOFTWARE DEVELOPMENT KIT (SDK) DISTRIBUTION AGREEMENT

This Agreement has been made on this date _____, by and between
_____ having its place of business at

("the Developer") and Canon Hongkong Co., Ltd., having its place of business at
19/F., The Metropolis Tower, 10 Metropolis Drive, Hung Hom, Kln., Hong Kong ("Canon");

WHEREAS, Canon has developed and/or possesses the rights to license certain software programs as described in Exhibit A ("the Software"), and the Developer desires to distribute the Software as part of a software package developed or to be developed or enhanced by the Developer ("the Developer Software Package");

NOW, THEREFORE, the Developer agrees as follows:

- 1. LICENSE.** For the Software identified in the attached Exhibit A, Canon grants the Developer a non-exclusive, non-transferable license to use the Software in object code form at according to the terms and conditions of this Agreement. Title to the Software shall at all times reside in Canon. The Developer may not use, reproduce, sublicense, distribute to any third party or dispose of the Software, in whole or in part, other than as permitted under this Agreement. The Developer may distribute the Software, in object code format, only as part of the Developer Software Package without payment of royalty to Canon, provided that the Developer abides by the provisions of this Agreement. The Developer shall distribute the Developer Software Package elsewhere at its sole risk .
- 2. SUPPORT.** The Developer is responsible for the decision to use the Software as part of the Developer Software Package and is responsible for the ongoing maintenance and support of the Developer Software Package to its customers. Canon shall not be responsible for: (i) providing any support to the Developer for the use and/or maintenance of the Software; (ii) supporting the end-user customers of the Developer Software Package; (iii) correcting any errors or anomalies that may be present in the Software or the Developer Software Package.
- 3. MARKETING AND PROMOTION.** The Developer shall market the Developer Software Package under its own name and at its sole cost and expense. The Developer may not use any of the Canon trademarks, service marks, trade names or logos in any advertising, brochures or promotional materials, unless the Developer obtains prior written consent from Canon.
- 4. INTELLECTUAL PROPERTY RIGHTS.** All copyrights and other similar intellectual property rights in the Software are and shall remain the exclusive property of Canon or of any third party defined by Canon. The Developer acknowledges and shall respect the exclusive ownership and rights of Canon and/or other owners in respect of the Software. The Developer shall fully indemnify and hold Canon harmless in case it breaches, or allows the breaching of, any intellectual property rights of Canon. Except as expressly granted herein,

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no license or right, express or implied, is hereby conveyed or granted to the Developer for any invention, patent, copyright, know-how, trade secret, or other intellectual property right of Canon or any of its parent or subsidiary corporations.

5. FUTURE RELATIONS. Canon makes no warranties or representations of any kind with respect to (a) the results of the Developer's software development work, or (b) the prospects for any business relationship between the parties as a result of this Agreement. Ownership of the Software shall at all times reside in Canon. Nothing in this Agreement shall be deemed to create an agency, franchise, partnership or joint venture relationship between the parties.

6. REVERSE ENGINEERING/MODIFICATION. The Developer shall not disassemble, reverse assemble, reverse compile or otherwise reverse engineer any portion of the Software. The Developer shall in no way modify the Software.

7. DISCLAIMER OF WARRANTY AND DAMAGES. THE SOFTWARE IS PROVIDED TO THE DEVELOPER "AS IS". CANON, ITS SUBSIDIARIES AND RELATED COMPANIES, AND CANON'S INDEPENDENT DISTRIBUTORS MAKE NO WARRANTIES REGARDING THE SOFTWARE, DOCUMENTATION MATERIALS OR MEDIA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER CANON, ITS SUBSIDIARIES AND RELATED COMPANIES, NOR CANON'S INDEPENDENT DISTRIBUTORS SHALL BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, DIRECT, INDIRECT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE DEVELOPER'S MARKETING OF THE DEVELOPER SOFTWARE PACKAGE.

The Developer shall perform the guarantee which is mandatory in the countries where the Developer Software Package is marketed.

8. INDEMNIFICATION BY DEVELOPER. The Developer shall indemnify, defend and hold Canon harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the Developer's distribution of the Software as part of the Developer Software Package and the Developer shall promptly notify Canon of any such claim. The Developer in particular agrees that it shall fully indemnify and hold Canon harmless for any breach of copyright or other intellectual property rights of any third party arising out of the combination between the Software and the other software contained in the Developer Software Package.

9. TERM OF AGREEMENT. The term of this Agreement shall be perpetual unless: (1) The Developer breaches any term or condition of this Agreement, or (2) Canon terminates this Agreement in writing not less than 30 days in advance. This Agreement shall automatically terminate if the Developer enters into liquidation or bankruptcy or any arrangement with or for the benefit of its creditors, or in case of threat of or suspension of payments. In case of termination, the Developer shall immediately return all copies of the Software to Canon at its

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expense and Canon shall have the right to enter the Developer's premises and recover the Software. In case of termination, the Developer shall immediately cease the marketing of the Developer Software Package.

10. CONFIDENTIALITY. The Developer shall at all times keep this Agreement and the Software confidential and shall avoid disclosure to any third party except where required by law.

11. GENERAL. All the terms of the agreement between Canon and the Developer are set out in this Agreement and may only be varied by agreement in writing between authorized representatives of Canon and the Developer. No regard shall be had to the circumstances surrounding the formation of this Agreement. The Developer shall not, without the prior written consent of Canon, assign, sub-let or sub-contract this Agreement or any part thereof. All notices shall be in writing and bear the addresses of the parties to this agreement and shall be dispatched by certified or registered mail, return receipt requested, or by facsimile. Any failure by Canon to enforce or request strict performance by the Developer of any of the provisions of this Agreement shall not constitute a waiver thereof and Canon may, at any time, avail itself of the remedies open for any breach of the terms hereof. In the event that any one or more of the provisions of this Agreement is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

12. APPLICABLE LAW AND JURISDICTION. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR and in relation to any legal proceedings arising out of or in connection with this Agreement ("Proceedings"), the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR and waive any objection to Proceedings in any such courts on the grounds that the Proceedings have been brought in an inconvenient forum. Canon shall have the right to waive (at its sole discretion) the application of this Section and to bring any action, including but not limited to actions for interim relief, before the competent court and/or under the local law of the place of business of the Developer.

13. DEVELOPER SOFTWARE. The developer shall provide a copy of the final Software developed ("the Developer Software Package") without cost to Canon Hongkong Co., Ltd.

14. RIGHTS OF THIRD PARTIES EXCLUDED. Any party who is not a party to this Agreement shall have no rights to enforce any term of this Agreement.

15. REPRESENTATION. The developer represents as follows:- (a) The developer belongs to a legally registered company or organization, or governmental institution operating under the laws of the country in which it is established; (b) The developer has a legitimate purpose (business or internal use) for which the developer intends to use the SDK; (c) the Developer is from an academic institution or an educational organization (e.g. a university, college, polytechnic or school) and is a valid member of the faculty staff, or an authorized member of the staff thereof; (d) Developer agrees to sign the terms and conditions as stipulated in our Software Distribution Agreement, which is essentially a Non-Disclosure Agreement (NDA), before the SDK can be provided by Canon at the outset.



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In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Canon:

Developer:

Canon Hongkong Company Limited

CII Service & Support Department

Regional ME Division

19/F., The Metropolis Tower,

10 Metropolis Drive, Hunghom,

Kolwoon, Hong Kong

Company Name (& Co. Stamp)

Company Name (& Co. Stamp)

Vincent Cheung (Mr)

Full Name & Signature

Full Name & Signature

Senior Director

Designation/Title

Designation/Title



SOFTWARE DEVELOPMENT KIT (SDK) DISTRIBUTION AGREEMENT

Exhibit A

The "Software" licensed by Canon to the Developer under this agreement shall consist of:

DESCRIPTION	FUNCTION
Canon Digital Camera CD-SDK version 7.3.0 Canon Digital Camera RD-SDK version 1.1.0	Developer Toolkit

In addition, the software license to the Developer shall cover additional software files that Canon may at its sole discretion identify and make available to the Developer from time to time.

The licensing of such additional software shall be subject to the conditions of this agreement.