



SOFTWARE DEVELOPMENT KIT (SDK) DEVELOPER AGREEMENT

This Agreement is made on _____ by and between _____ (Registration/License No. _____) incorporated/registered in _____ and having its place of business at _____

("Developer") and Canon Singapore Pte. Ltd. (Registration No. 197903098R), having a place of business at 1 HarbourFront Ave, #04-01 Keppel Bay Tower, Singapore 098632 ("Canon").

WHEREAS, the Developer wishes to be granted the rights to use the software development kit described in the Schedule ("SDK") to develop and/or enhance its software ("Developer Software") and Canon agrees to grant the Developer such rights subject to and on the terms of this Agreement.

It is agreed as follows:

1. LICENSE. Canon grants the Developer a non-exclusive, non-transferable, non-assignment and revocable license to use the SDK in object code format within _____, solely for the purpose of developing the Developer Software and to distribute the SDK in object code format only as part of the Developer Software to end-users for use of the Developer Software with **Canon Digital Camera Products**, subject to and on the terms and conditions of this Agreement.

2. SUPPORT. The Developer shall be responsible for use of the SDK as part of the Developer Software and is responsible for the ongoing maintenance and support of the Developer Software. Canon shall not be responsible for: (i) providing any support to the Developer for the use and/or maintenance of the SDK; (ii) supporting the Developer Software; and/or (iii) correcting any errors or anomalies that may be present in the SDK or the Developer Software.

3. MARKETING AND PROMOTION. The Developer may not use any of the Canon trademarks, service marks, trade names or logos in any advertising, brochures or promotional materials in connection with the Developer Software.

4. INTELLECTUAL PROPERTY RIGHTS. All copyright, design rights, trade marks, trade secrets, other proprietary rights including all rights to know-how and other technical information and other similar intellectual property rights in connection with the SDK ("Intellectual Property Rights") are and shall belong and remain exclusively and absolutely in Canon, and/or Canon's licensors (as the case may be). Except as expressly granted herein, no license or right, express or implied, is hereby conveyed or granted to the Developer for any Intellectual Property Rights. The Developer shall not assert any inventions and other creations made in the process of development of the Developer Software and Intellectual Property Right or other rights derived therefrom against Canon and its subsidiaries and affiliates. The Developer shall not remove any copyright notices appearing on the SDK.

5. RESTRICTIONS. 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 or potential for any future business relationship between the parties as a result of this Agreement. Nothing in this Agreement shall be deemed to create an agency, franchise, partnership or joint venture relationship between the parties. The Developer shall not develop any development tools using or making access to any portion of the SDK. The Developer shall not use, reproduce, sublicense, distribute to any third party or dispose of the SDK, in whole or in part, other than as permitted under this Agreement.

6. REVERSE ENGINEERING/MODIFICATION. The Developer shall not disassemble, reverse assemble, reverse compile, disassemble or otherwise reduce or reverse engineer or modify any portion or any part of the SDK nor permit any third party to do so.

7. DISCLAIMER OF WARRANTY AND DAMAGES. THE DEVELOPER AGREES THAT THE USE OF THE SDK IS AT THE DEVELOPER'S SOLE RISKS AND THAT THE SDK IS PROVIDED TO THE DEVELOPER "AS IS". CANON AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIMS ALL WARRANTIES AND



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CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED REGARDING THE SDK, DOCUMENTATION OR MEDIA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CANON AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DIRECT, INDIRECT OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE SDK OR AS A RESULT OF THE DEVELOPER'S MARKETING OF THE DEVELOPER SOFTWARE, WHETHER OR NOT CANON AND ITS SUBSIDIARIES AND AFFILIATES HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. THE DEVELOPER SHALL BE FULLY RESPONSIBLE FOR THE FULFILMENT OF ANY MANDATORY WARRANTIES IMPOSED BY LAW IN THE MARKETING OF THE DEVELOPER SOFTWARE.

8. INDEMNIFICATION BY DEVELOPER. The Developer shall indemnify, defend and hold harmless Canon, its affiliates and their respective directors, officers, employees and agents from any and all claims, actions, suits or proceedings (and the Developer shall promptly notify Canon of any such events) including any and all damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with (1) the Developer's distribution of the SDK as part of the Developer Software (2) any breach or infringement of any copyright, trademark, patent or other Intellectual Property Rights of any third party arising out of or in connection with the use of the SDK in connection with the Developer Software (3) any non-compliance by the Developer with the terms of this Agreement.

9. TERM OF AGREEMENT. The term of this Agreement shall commence on the date as written above for a period of 1 year and thereafter automatically renewed for successive 1 year terms unless: (1) the Developer commits a breach of any terms of this Agreement in which event Canon may terminate this Agreement on written notice to the Developer, or (2) Canon terminates this Agreement in writing with not less than 14 days prior notice to the Developer or (3) the head license for the SDK terminates in which event this Agreement shall automatically terminate. This Agreement shall automatically terminate if the Developer becomes the subject to any legal proceedings relating to insolvency, liquidation, reorganization or bankruptcy or enters into any arrangement with or for the benefit of its creditors, or is unable to pay its debts as they become due, or otherwise ceases to conduct business in the normal course. In case of any termination, the Developer shall immediately return all copies of the SDK to Canon at the Developer's sole costs and expense. Upon termination, the Developer shall immediately (a) return to Canon the SDK and all copies thereof or (b) destroy the SDK and all copies thereof and provide certification of such destruction to Canon, provided that the Developer may retain a copy of the SDK solely for the purpose of supporting the Developer Software.

10. CONFIDENTIALITY.

"Confidential Information" means the SDK, this Agreement and information of any type and form reasonably related to this Agreement and the SDK that the Developer knows or has reason to know is confidential, proprietary or trade secret information of Canon. The Developer covenants and agrees that Confidential Information provided, disclosed or otherwise made available to it by Canon or which otherwise comes into the Developer's possession or knowledge (including but not limited to the possession or knowledge of the Developer's employees and agents) will be treated as confidential and shall not be disclosed to any other party save to and only to the extent necessary, the Developer's employees for the purpose of the development of the Developer Software, and provided that the Developer shall ensure such employees shall be bound by the same confidentiality obligations herein. This clause shall survive the termination of this Agreement.

11. GENERAL. All the terms of the agreement between Canon and the Developer are set out in this Agreement and may only be varied if mutually agreed in writing between authorized representatives of Canon and the Developer. No regard shall be had to the circumstances surrounding the formation of this Agreement. In no event, shall the Developer assign, sub-let or sub-contract this Agreement or any part thereof, or any of their rights or benefits or obligations or liabilities hereunder, to any third party, without the prior written consent of Canon. 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



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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 Singapore and in relation to any legal proceedings of any nature brought by either party against the other party or any matter arising out of or in connection with this Agreement ("Proceedings"), the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore 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. 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.

SCHEDULE

The "SDK" licensed by Canon to the Developer under this agreement means the following:

DESCRIPTION	FUNCTION
Canon EOS Digital RC-SDK version 8.4 (For Windows)	Developer Toolkit

and such additional related software that Canon may at its sole discretion make available to Developer from time to time.

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

Signed for and on behalf of Canon:

Signed for and on behalf of Developer:

Name: Tony Tan

Name:

**Designation: Director
Regional BIS Service Engineering Division
Regional BIS Market Engineering Centre**

Designation: