## CANON CAMERAS SOFTWARE DEVELOPMENT KIT ("SDK") LICENCE AGREEMENT

**ATTENTION: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING AND/OR USING THE SDK. PLEASE PRINT AND KEEP A COPY FOR YOUR FUTURE REFERENCE**

This document is an agreement between you, the end user ("You") of the SDK described above and all files concerning such SDK and Canon Europa N.V., having its place of business at Bovenkerkseweg 59, 1185 XB Amstelveen, Netherlands ("Canon") (and/or its third-party suppliers or subsidiary or affiliated companies).

The SDK constitutes proprietary and confidential information of Canon. Canon reserves all rights not expressly granted to You. The SDK may use, incorporate and/or include open source and third-party software in which case such open source and third-party software shall be licensed to You in accordance with the open source and third-party licence provisions as indicated in the ReadMe file of the SDK.

**You agree to use the SDK only in accordance with the terms and conditions set out below within Europe, EEA, the United Kingdom, Middle East and Africa ("Territory"). You agree that You are authorised by the company for which you act to accept the terms of this agreement.**

**BY DOWNLOADING AND/OR USING THE SDK, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT DOWNLOAD NOR USE THE SDK.**

**WHEREAS**, Canon has developed and/or possesses the rights to license certain SDK, (as described below) and Developer desires to obtain a copy of the SDK for the purpose of developing software solutions that will enhance the functionality and/or use of Canon cameras and produce dedicated software programs and business solutions ("Software Solutions").

1. **LICENCE GRANT AND RESTRICTIONS**. Subject to Your compliance with the terms of this Agreement, Canon grants You a non-exclusive, non-transferable, royalty-free licence in the Territory:

(a) to use and copy the SDK only for the purpose of developing the Software Solutions;
(b) to modify the modifiable files of the SDK to create derivative of such modifiable files only for the purpose of developing the Software Solutions and only to the extent that such modifiable files and the Software Solutions are not distributed in a way that affect Canon's or its licensors intellectual property ownership including without limitation distribution or use under a copyleft open source licence; For the avoidance of doubt, modifiable files include any code other than a binary or byte code or a library portion of the SDK.

(c) to copy and have copied and distribute directly or indirectly to end users and grant such end users the sub-licences to use the modifiable files of the SDK in object code only and derivative of the modifiable file in object code form together with the Software Solutions solely for use with the Canon cameras in any part of the world and in accordance with the minimum licence terms set out at the end of this Agreement.

You shall enter into an end user license agreement with the end users that imposes obligations and limitations not less restrictive than those contained herein and bear all responsibility and liability to have such end users comply with all provisions of such agreement. You shall ensure that the end users are made aware of the Canon minimum licence terms at the end of this Agreement.

Except as expressly provided herein, no licence or right, express or implied, is hereby conveyed or granted for any patent, utility model, design patent or design registration, copyright, know-how, trade secret, trademark or other intellectual property rights and any application of the foregoing of Canon.

You shall not assert any right acquired in carrying out the development of the Software Solutions, against Canon, its subsidiaries, affiliates, licensees, their distributors, dealers and customers based on the production, use, copy, modification, sale, distribution and other disposition of (a) the SDK, including the modifiable files, (b) the Canon cameras, or (c) the Software Solutions or any product embodying, containing or using any of the foregoing or any modification or improvement thereof.

2. **SUPPORT**. You are responsible for the decision to use the SDK as part of the Software Solutions and You are responsible for the ongoing maintenance and support of the Software Solutions to Your customers. Canon shall not be responsible for: (i) providing You any support for the use and/or maintenance of the SDK; (ii) supporting the end-user customers of the Software Solutions; (iii) correcting any errors or anomalies that may be present in the SDK or Software Solutions.

3. **MARKETING AND PROMOTION**. You shall market the Software Solutions under Your own name and its sole cost and expense. You may not use any Canon trademarks, service marks, trade names or logos in any advertising, brochures or promotional materials, unless You obtain prior written consent from Canon.

4. **INTELLECTUAL PROPERTY RIGHTS**. All invention, patent, copyright, know-how, trade secret and other intellectual property rights of whatever nature and other similar rights in the SDK are and shall remain the exclusive property of Canon or of any third-party licensors. You hereby acknowledge and agree to respect the exclusive ownership and rights of Canon and/or other owners in respect of the SDK. You shall fully indemnify and hold Canon harmless in case You breach, or allow the breaching of, any intellectual property rights of Canon. Except as expressly granted herein, no license or right, express or implied, is hereby conveyed or granted to You 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 Your software development work, or (b) the prospects for any business relationship between the parties as a result of this Agreement. Ownership of the SDK 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**. Title to the SDK shall at all times remain and reside in Canon or its licensors. Save to the extent and in the circumstances expressly

permitted by applicable law and this Agreement, You shall not disassemble, reverse assemble, reverse compile or otherwise modify or reverse engineer any portion of the SDK. You 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. You shall not change or remove any copyright or other intellectual property notice which Canon placed in the SDK.

7. **DISCLAIMER OF WARRANTY AND LIABILITY**. TO FULLEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED TO DEVELOPER "AS IS". TO FULLEST EXTENT PERMITTED BY LAW, CANON, ITS SUBSIDIARIES AND RELATED COMPANIES AND CANON'S INDEPENDENT DISTRIBUTORS MAKE NO WARRANTIES AND ACCEPT NO LIABILITIES OR RESPONSIBILITIES REGARDING THE SOFTWARE, DOCUMENTATION MATERIALS, ANY OTHER INFORMATION PROVIDED OR MEDIA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO FULLEST EXTENT PERMITTED BY LAW, NEITHER CANON, ITS SUBSIDIARIES AND RELATED COMPANIES, NOR CANON'S INDEPENDENT DISTRIBUTORS SHALL BE LIABLE FOR PROPERTY DAMAGE, LOST PROFIT, DIRECT, INDIRECT OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ON ACCOUNT OF NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE MARKETING OF THE SOFTWARE SOLUTIONS.

You shall provide all the warranties and guarantees, which are mandatory in the countries where the Software Solutions are marketed.

8. **INDEMNIFICATION BY YOU**. You 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 Your distribution of the SDK as part of the Software Solutions and/or the Software Solutions and You shall promptly notify in writing Canon of any such claim. You in particular agree that You 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 SDK and the other software contained in the Software Solutions.

9. **TERM**. This Agreement shall continue for the period of 1 year and shall be automatically renewed unless it is earlier terminated by Canon if: (1) You breach any term or condition of this Agreement, or (2) Canon terminates this Agreement in writing. This Agreement shall automatically terminate if You enter into liquidation or bankruptcy or any arrangement with or for the benefit of its creditors, or in case of threat of suspension of payments. In case of termination, You shall immediately return all copies of the SDK to Canon at its expense and Canon shall have the right to enter Your premises and recover the SDK. In case of termination, You shall immediately cease the marketing of the Software Solutions. You may also terminate this Agreement and the licence granted herein by notifying Canon in writing, uninstalling the SDK and returning all copies of it to Canon.

10. **CONFIDENTIALITY.** You acknowledge that the SDK and any documentation, manuals, or other information disclosed to it by Canon constitute "Confidential Information" of Canon. You shall at all times keep this Agreement and the Confidential Information confidential and shall not disclose any terms of this Agreement and the Confidential Information to any third party except where required by law.

Notwithstanding the foregoing, You may disclose the Confidential Information to its officers and employees who need to know such Confidential Information only for the purpose of developing the Software Solutions; provided, however, that You shall bear all responsibility and liability to have such officers and employees comply with the terms and conditions of this Agreement.

Notwithstanding anything to the contrary, You shall have no confidentiality obligation and no restriction on use hereunder with respect to any information which:
(a) is or becomes publicly known or publicly available without Your breach of this Agreement; or
(b) is approved for release or disclosure to any third party without restriction by the prior written authorization of Canon.

It is understood that Canon does not desire to receive any confidential or proprietary information or item from You and, accordingly, with respect to any information or item disclosed or furnished by You to Canon hereunder, Canon shall not have any confidentiality obligation, restriction on use and other restrictions and Canon may freely use such information or item without restriction.

11. **GENERAL**. All the terms of the agreement between Canon and You are set out in this Agreement and may only be varied by agreement in writing between authorised representatives of Canon and You. You 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 You 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. **ADDITIONAL TERMS APPLYING ONLY TO G7X MARK II CAMERAS**. PLEASE READ BEFORE DOWNLOADING THE SDK FOR USE WITH A G7X MARK II CAMERA. BEFORE BEING ABLE TO USE AND CONTROL A G7X MARK II CAMERA VIA YOUR COMPUTER (WINDOWS OR MAC) YOU MUST UPDATE THE CAMERA'S FIRMWARE. **HOWEVER, YOU ARE WARNED THAT THE UPDATE OF THE FIRMWARE WILL LOCK THE G7X MARK II CAMERA, SO THAT THE CAMERA WILL ONLY WORK WITH THE SDK AND YOU WILL ONLY BE ABLE TO USE THE CAMERA WITH THE COMPUTER AND NOT ON ITS OWN**. IF YOU COMPLETE THE UPGRADE YOU DO SO ON YOUR OWN RESPONSIBILITY. LIMITED RESTORATION PROGRAMS ARE AVAILABLE FOR WINDOWS PROGRAMS ONLY. AFTER RESTORATION, THE FIRMWARE WILL COME BACK TO ITS ORIGINAL CONDITION.

13. **ADDITIONAL TERMS APPLYING ONLY TO EOS SDK**. Part of the SDK for EOS Cameras includes a library which uses open source software under the terms and licensing conditions set out in the relevant Readme file. Please read the licensing conditions before using the library.

14. **LAWS**. The construction, validity and performance of this Agreement shall be governed by the English laws and the Canon and You agree to submit to the exclusive jurisdiction of the English courts save for enforcement of judgement where the jurisdiction shall be non-exclusive. The parties further agree, without prejudice to their right to seek interlocutory relief, that any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, should be referred to and finally resolved as follows: a) if You are established in a country belonging to the EEA or Switzerland, the English Courts shall have exclusive jurisdiction; b) if You are established in any other country, by binding arbitration under the rules of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this Agreement. The place of arbitration shall be London, the language of the arbitration shall be English and the arbitration will be before a sole arbitrator appointed in accordance with ICC rules.

**End User Licence Agreement [minimum terms]**
You hereby acknowledge and agree that:

1. the [Software Solutions] include Canon's proprietary and confidential information ("Modifiable Files") which are licensed in accordance with Canon's then current terms;
2. you shall only use the Modifiable Files with the [Software Solutions];
3. Save to the extent and in the circumstances expressly permitted by applicable law, you shall not disassemble, reverse assemble, reverse compile or otherwise reverse engineer or modify any portion of the Modifiable Files;
4. You shall ensure that the Modifiable Files are not distributed in a way that affect Canon's or its licensors ownership including without limitation under the terms of a copyleft open source licence.

**Only download the SDK if you AGREE to the Agreement above. ACKNOWLEDGMENT: BY DOWNLOADING, INSTALLING AND/OR USING THE SDK, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS**