<u>- IMPORTANT -</u>
READ CAREFULLY AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS
DESCRIBED IN THIS AGREEMENT BEFORE USING THE SOFTWARE

SOFTWARE LICENSE AGREEMENT

This document is a legal agreement ("Agreement") between you and Canon Inc. ("Canon"), which applies to your use of Canon's software program product "Canon Data Collection Agent" (the "SOFTWARE") provided to you with this Agreement. When you click the "Next" button, it deems that you agreed to this Agreement. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, <u>DO NOT CLICK THE "NEXT" BUTTON BELOW, AND DO NOT USE THE SOFTWARE.</u>

1. GRANT OF LICENSE
(1) You may use ("use" as used herein shall include installing, accessing, executing or displaying) the SOFTWARE on one (1) computer.
(2) You may make one (1) copy of the SOFTWARE solely for back-up purposes, in order for you to use it under (1) above.
(3) Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted by Canon to you for any intellectual property of Canon and its licensors.

2. RESTRICTIONS
(1) Except as expressly provided herein, you may not sublicense, assign, market, distribute, lease, rent or otherwise dispose of the SOFTWARE to any third party.
(2) You may not, and you may not allow any third party to alter, modify, disassemble, decompile, reverse engineer or otherwise reduce the code of the SOFTWARE to a human readable form.

3. COPYRIGHT NOTICE
You may not, and you may not allow any third party to modify, remove or delete any copyright notice of Canon or its licensors contained in the SOFTWARE, including any copy thereof.

4. OWNERSHIP
Canon or its licensors retain in all respects the title, ownership and intellectual property rights in and to the SOFTWARE.

5. EXPORT CONTROL
You agree that the SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export control laws, restrictions or regulations of the countries involved.

6. SUPPORT AND UPDATE
Canon, Canon's subsidiaries or affiliates, their distributors and dealers, and Canon's licensors are not responsible for maintaining or helping you to use the SOFTWARE. No updates, fixes or support will be made available for the SOFTWARE.

7. DISCLAIMER OF WARRANTIES AND LIABILITY
<u>**LIMITED WARRANTY.**</u>
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY THAT THE SOFTWARE DOES NOT INFRINGE THE RIGHTS OF OTHERS, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS OF OTHERS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME STATES OR LEGAL JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS, AND CANON'S LICENSORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

NO LIABILITY FOR DAMAGES.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS, OR CANON'S LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE SOFTWARE, USE THEREOF OR INABILITY TO USE THE SOFTWARE EVEN IF EITHER CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS, OR CANON'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR LEGAL JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PERSONAL INJURY OR DEATH RESULTING FROM NEGLIGENCE ON THE PART OF THE SELLER, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

RELEASE OF LIABILITY.
TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE CANON, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS AND DEALERS, AND CANON'S LICENSORS FROM ANY AND ALL LIABILITY ARISING OUT OF, OR RELATED TO, ALL CLAIMS CONCERNING THE SOFTWARE OR ITS USE.

8. Term
(1) This Agreement shall become effective upon your acceptance hereof by clicking the "Next" button below and remains in effect unless earlier terminated in accordance with (2) and (3) below.
(2) You may terminate this Agreement by destroying and deleting the SOFTWARE including any and all copies thereof.
(3) This Agreement shall also terminate if you fail to comply with any terms of this Agreement. In the event that this Agreement terminates for your failure to comply with this Agreement, in addition to Canon enforcing its respective legal rights, you must promptly destroy and delete the SOFTWARE including any and all copies thereof.
(4) Notwithstanding the foregoing, Section 4, Sections 6 through 8 and Sections 10 through 12 hereof shall survive any termination of this Agreement.

9. U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE:

A "US Government End User" shall mean any agency or entity of the government of the United States. If you are a US Government End User, the following shall apply: The SOFTWARE is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users shall acquire the SOFTWARE with only those rights set forth herein. The manufacturer is Canon Inc./30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan.

10. SEVERABILITY
In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.

11. THIRD PARTY SOFTWARE MODULE
You hereby expressly acknowledge that the SOFTWARE contains certain software modules (including open source software modules) which Canon or Canon's licensors are granted by third party a license to contain them into the SOFTWARE under certain terms of use (the "THIRD PARTY MODULE"). The terms and conditions of this Agreement shall not apply to such for THIRD PARTY MODULE. The terms of use of the THIRD PARTY MODULE shall be provided at the end of this Agreement, in applicable document for the SOFTWARE such as manuals, or in the SOFTWARE.

12. ACKNOWLEDGMENT
BY CLICKING THE "NEXT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND CANON CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CANON RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CANON.

13. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of Japan.

Should you have any questions concerning this Agreement, or if you desire to contact Canon for any reason, please write to Canon's sales subsidiary or distributor/dealer, serving the country where you obtained the products.

Canon Inc.

No. I010G020838