CANON SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE INSTALLING THE SOFTWARE ! This document is a legal agreement ("Agreement") between you and Canon Inc. ("Canon") and governing your use of the software and the online or electric manual(collectively, the "Software"). BY INSTALLING THE SOFTWARE, YOU ARE DEEMED TO HAVE AGREED TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY CLOSE THIS INSTALLATION PROGRAM.

1. GRANT OF LICENSE

Canon grants you a non-exclusive license to use ("use" shall mean storing, loading, installing, executing, or displaying) the Software on your computers solely for the use with Canon's products. You may allow other users of other computers connected to the local area network in which your computers contained (the "LAN Users") to use the Software, provided that you must assure that all LAN Users shall abide by the terms of this Agreement and shall be subject to restrictions and obligations borne by you hereunder. If you have an original medium on which the Software is supplied, you may copy the Software onto the permanent storage device (e.g. a hard disk) of your computer and retain the original for a back-up purpose. If you obtained the Software through the internet, you may make one copy of the Software solely for a back-up purpose, provided that you shall reproduce the copyright notice in the Software, on a medium of such back-up copy. Any other copying of the SOFTWARE is a violation of this Agreement.

2. RESTRICTIONS

You shall not use or copy the Software except as expressly granted or permitted herein, and shall not assign, sublicense, sell, rent, lease, loan, convey or transfer to any third party the Software, and you also shall not have any third party to do so. In addition, you shall not alter, translate, modify, convert to another programming languages, disassemble, decompile or otherwise reverse engineer the Software and you also shall not have any third party to do so.

3. COPYRIGHT NOTICE

You shall not modify, remove or delete any copyright notices in the Software or on a medium on which the software is supplied.

4. OWNERSHIP

Canon and/or its licensor retain in all respects the title, ownership and intellectual property rights in and to the Software. 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.

5. EXPORT RESTRICTIONS

You agree to comply with all export laws and regulations of the country involved, and not to export or re-export, directly or indirectly, the Software in violation of any such laws and regulations, or without all necessary approvals.

6. SUPPORT AND UPDATE

Canon, Canon's subsidiaries and affiliates, their distributors and dealers are not responsible for maintaining the Software and helping you to use the Software, or providing you with any updates, bug-fixes or support for the Software hereunder.

7. LIMITED WARRANTY AND DISCLAIMER

LIMITED WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR OF NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT CANON, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS AND DEALERS) 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 and affiliates, their distributors and dealers 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.

However, if you have an original medium on which the Software is supplied, Canon or

Canon's subsidiary warrants a medium on which the Software is stored to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of you obtained the same as evidenced by a receipt or otherwise.

CUSTOMER REMEDIES. Canon, Canon's subsidiaries and affiliates, their distributors and dealers' entire liability and your exclusive remedy shall be the replacement of the medium not meeting the LIMITED WARRANTY. The LIMITED WARRANTY does not apply if failure of the medium has resulted from accident, abuse or misapplication of the Software and shall not extend to anyone other than the original user of the Software.

NO LIABILITY FOR DAMAGES. IN NO EVENT SHALL CANON, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS AND DEALERS BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER (WHETHER KNOWN, FORESEEABLE OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF CONFIDENTIAL OR OTHER BUSINESS INFORMATION, OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, USE THEREOF OR INABILITY TO USE THE SOFTWARE EVEN IF CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS 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 SELLER, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISCLAIMER OF INDEMNITY. CANON, ITS LICENSOR, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS AND DEALERS SHALL ASSUME NO OBLIGATION TO INDEMNIFY YOU AGAINST ANY CLAIM OR SUIT BROUGHT BY A THIRD PARTY ALLEGING THAT THE SOFTWARE OR USE THEREOF INFRINGES ANY INTELLECTUAL PROPERTY OF SUCH THIRD PARTY.

8. TERM

This Agreement is effective upon your acceptance hereof by installing the Software and remains in effect until terminated. You may terminate this Agreement by destroying the Software including any and all copies thereof. 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 the Software including any and all copies thereof. Notwithstanding the foregoing, Sections 4, and 6 through 8 shall survive any termination of this Agreement.

9. U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 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. 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. GOVERNING LAW

The terms and conditions of this Agreement, the performance hereunder and the interpretation hereof shall in all respects be governed and construed in accordance with the laws of Japan.

12. ACKNOWLEDGMENT

BY INSTALLING THE SOFTWARE, YOU ARE DEEMED TO HAVE ACKNOWLEDGED THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREED 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.