

August 4, 2014

**Canon Professional Services Program Terms and Conditions: CINEMA MEMBERSHIP  
Updated as of August 4, 2014**

I am applying for membership in the Canon Professional Services Program (“CPS” or the “Program”) and hereby agree to the following terms and conditions (“Agreement”):

1. Membership is available only for those individuals, (a) that are full time self-employed, or an employee of a professional imaging business, who plays a direct role in the creation of moving or still images for third parties on a professional basis, (b) are legal residents of the 50 United States, or the District of Columbia and (c) who are at least 18 years of age at the time of enrollment. At this time, membership benefits, and repair service are available in the 50 United States, and the District of Columbia. Equipment Evaluation Loan and Repair Coverage Loan service is available in the 50 United States and the District of Columbia only.
2. All applications are subject to Canon U.S.A., Inc.’s (“Canon”) approval, in its sole discretion. Canon may reject any applicant in its sole discretion, with or without reason. Applicants are not eligible for membership if they have been previously expelled or terminated from the current CPS Program, any predecessor to the current CPS Program, or any other Canon program they have participated in, or have been a member of and may not be eligible for other Canon programs.
3. I hereby represent and warrant that all information submitted with my application is true and accurate and that I meet all eligibility requirements.
4. If accepted into the Program by Canon, Canon will provide the benefits specific to the Cinema membership level as detailed in the Eligibility Requirements and Benefits Section.
5. Upon sign-up, the initial term of enrollment in the Program is one (1) year from the date I accept the Terms and Conditions and pay the membership fee. After the initial term, the membership term is one (1) year from the expiration date of the prior term if I renewed prior to the end of my prior term. If I did not renew prior to the end of my term, my membership term will be one (1) year from the date I renew my membership (the “Term”).
6. I will keep my CPS Account information up to date, including my current mailing address and email, so that I receive any and all notices, if any, that Canon may need to send me under the Program. If I do not keep my mailing and email address up to date, Canon is not responsible for notices not received.
7. Canon may change or otherwise modify the Program at any time by posting updated Terms and Conditions on the Canon CPS website, or otherwise by notice to me. I must have Internet access and the required browser software to enable me to navigate the Canon CPS website throughout the Term. Should Canon terminate the Program prior to the expiration of the membership period, there will be no refund of any remaining portion of the membership fee.
8. I understand and agree that failure to adhere to any of these terms and conditions may result in termination of my membership by Canon. In such event, I will not be entitled to any refund.
9. All product loans made under the Equipment Evaluation Loan benefit are subject to the following:

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Evaluation loan equipment and related accessories ("Evaluation Equipment") will be available only to Cinema members in good standing. My membership will not be considered to be in good standing if (a) I have any outstanding invoice amounts due (b) I have not timely returned any Canon equipment on loan under this Program or any other or (c) I engage in inappropriate conduct in connection with the Program, as determined by Canon in its sole discretion.

I understand that all Equipment Evaluation Loan requests will be reviewed by Canon and that Canon will determine, in its sole discretion, whether a loan will be made and, if so, the priority and scheduling of such loan. Evaluation Equipment quantities are limited and are available on a first come-first serve basis within membership level (Cinema and Platinum members have priority over Gold members). Requests to evaluate equipment I already own, or which I have already evaluated once (for Qualified CPS Cinema Products) or twice (for all others), or where I have Evaluation Equipment on loan, will be denied.

I understand and agree that the Evaluation Equipment is loaned to me solely for my use in accordance with these terms and conditions. Any Evaluation Equipment loaned to me is owned by Canon and may not be loaned, sold, or otherwise transferred by me, to a third party.

Canon will pay for transporting the Evaluation Equipment to the address listed in my CPS Account, or as otherwise directed by me in my loan request (provided it is within the 50 United States or District of Columbia). I will pay for transporting the Evaluation Equipment to the address specified by Canon, no later than the expiration of the loan period, or at such other time as Canon should request its return.

I acknowledge that Canon reserves the right to recall any item of Evaluation Equipment, for any reason, at any time upon notice.

In the event I fail to return the Evaluation Equipment when due, Canon may invoice me for Canon's then current LIST PRICE for such equipment and I will pay such invoice within thirty (30) days of receipt. Failure to return Evaluation Equipment, and/or pay such invoice, may result in the suspension or termination of my membership privileges in the Program and/or the seeking of legal or equitable relief, in Canon's sole discretion.

I will return the Evaluation Equipment to the address as directed by Canon, in good condition, reasonable wear and tear excepted. I agree to protect the Evaluation Equipment against shock, impact, water damage, sand, dirt and other harmful substances which may cause damage. I bear all risk of loss or damage to the Evaluation Equipment while the Evaluation Equipment are in my possession and until their receipt by Canon, including any damage caused by improper packaging of the Equipment for its return to Canon. I agree to reimburse Canon for the cost of any repairs to, or replacement of, the Evaluation Equipment necessitated by damage caused to the Evaluation Equipment while on loan, including any damage caused by improper packaging of the Evaluation Equipment for its return to Canon.

I will carry "all risk" insurance on all Evaluation Equipment loaned to me in an amount equal to the full value of the Equipment as set forth in each Loan Shipping Order. Such insurance shall list Canon U.S.A., Inc. as a co-insured. I agree to reimburse Canon for any loss, theft, or disappearance of Evaluation Equipment. I will promptly notify Canon (and forward Canon a copy of any report submitted to the pertinent police department) in the event of loss, theft or disappearance of the Evaluation Equipment.

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I agree to use the Evaluation Equipment in accordance with published Canon instructions. Under no circumstances will I perform any maintenance or repair on the Evaluation Equipment. If maintenance or repair on the Evaluation Equipment is necessary, I will contact CPS for further instructions.

I acknowledge and agree that the Evaluation Equipment is loaned to me "AS IS". THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT, AND ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CANON SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, LOSS OF DATA OR THE USE OR INABILITY TO USE THE EVALUATION EQUIPMENT.

10. All product loans made under the Repair Coverage Loan Equipment benefit are subject to the following:

Repair Coverage Loan Equipment and related accessories ("RCL Equipment") will be available only to Gold, Platinum and Cinema members in good standing as described in Section 9 above and listed on their respective CPS Repair list. I understand that all repair coverage loan requests will be reviewed by Canon in the same manner as it determines requests for Evaluation Equipment under Section 9 above. I understand and agree that the RCL Equipment is loaned to me solely for my use in accordance with these terms and conditions. Any RCL Equipment loaned to me is owned by Canon and may not be loaned, sold or otherwise transferred by me, to a third party.

Canon will pay for transporting the RCL Equipment to the address listed in my CPS Account, or as otherwise directed by me in my loan request (provided it is within the 50 United States or District of Columbia). The Repair Coverage Loan will last for the period of time that it takes for the repair facility to repair my equipment and ship it back to me, subject to recall rights below. FedEx or similar carrier will deliver the repaired equipment (provided it is within the 50 United States or District of Columbia) and pick up the RCL Equipment for delivery to Canon.

I acknowledge that Canon reserves the right to recall any item of RCL Equipment, for any reason, at any time upon notice.

In the event I fail to return the RCL Equipment when due, Canon may invoice me for Canon's then current LIST PRICE for such equipment and I will pay such invoice within thirty (30) days of receipt. Failure to return RCL Equipment, and/or pay such invoice, may result in the suspension or termination of my membership privileges in the Program, and/or the seeking of legal or equitable relief, in Canon's sole discretion.

I will return the RCL Equipment as directed by the terms above, in good condition, reasonable wear and tear excepted. I agree to protect the RCL Equipment against shock, impact, water damage, sand, dirt and other harmful substances which may cause damage. I will bear all risk of loss or damage to the RCL Equipment while in my possession and until its receipt by Canon, including any damage caused by improper packaging of the RCL Equipment for its return to Canon. I agree to reimburse Canon for the cost of any repairs to, or replacement of, the RCL Equipment necessitated by damage to the RCL Equipment while on loan, including any damage caused by improper packaging of the

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RCL Equipment for its return to Canon.

I will carry "all risk" insurance on all RCL Equipment loaned to me in an amount equal to the full value of the RCL Equipment as set forth in each Loan Shipping Order. Such insurance shall list Canon U.S.A., Inc. as a co-insured. I agree to reimburse Canon for any loss, theft, or disappearance of RCL Equipment in the event Canon is not fully compensated for such loss, theft, or disappearance under the "all risk" insurance policy. I will promptly notify Canon (and forward Canon a copy of any report submitted to the pertinent police department) in the event of loss, theft or disappearance of the RCL Equipment.

I agree to use the RCL Equipment in accordance with published Canon instructions. Under no circumstances will I perform any maintenance or repair on the RCL Equipment. If maintenance or repair on the RCL Equipment is necessary, I will contact CPS for further instructions.

I acknowledge and agree that the RCL Equipment is loaned to me "AS IS". THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT, AND ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CANON SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT OR OTHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE EQUIPMENT.

11. I acknowledge that Canon makes no warranties or representations of any kind with respect to the prospects for any business relationship between us as a result of this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture or relationship of employment between us.

12. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Agreement shall not be amended or otherwise modified except in a writing authorized by Canon, which may be a posting on a website or via email or another manner Canon deems appropriate. In the event that any one or more of the provisions of the agreement is unenforceable, the enforceability of the remaining provisions shall be unaffected.

13. This Agreement and the membership benefits afforded hereunder may not be assigned or otherwise transferred by me and any attempted assignment or transfer shall be void.

14. In the event Canon is unable to carry out its material obligations under this Agreement by reason of "force majeure" (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond Canon's reasonable control, including, but not limited to, acts of God, fire or flood, war (declared or undeclared), terrorism, disaster, epidemic, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement or other emergency making it unsafe, impossible or illegal to perform under the Agreement.

15. This Agreement (including CPS Program Terms and Conditions: Cinema Membership, CPS Program Cinema Membership Eligibility Requirements and Benefits and any other document Canon

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designates from time to time) constitutes the entire agreement between the parties concerning the subject matter of such documents and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties pertaining to such subject matter. This Agreement may not be modified except with Canon's prior written consent. The failure of Canon to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

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CANON PROFESSIONAL SERVICES PROGRAM CINEMA MEMBERSHIP ELIGIBILITY REQUIREMENTS AND BENEFITS, as provided by Canon U.S.A., Inc. ("Canon USA"), (referred to as the "Program") unless otherwise noted.

**Updated as of August 4, 2014**

Applicant must be a full-time self-employed individual, or an employee of a professional imaging business, who plays a direct role in the creation of moving or still images for third parties on a professional basis. Ownership of Qualified CPS Cinema Products as listed on the CPS website for Cinema membership ("Qualified Products") and a \$1,000 membership fee are required to qualify for Cinema membership.

Only products on the CPS Cinema Repair List on the CPS website and that are entered into the My CPS Products section in My CPS Account (each, a "Product Eligible for Repair") will qualify for benefits listed.

Membership is subject to the CPS Program Terms and Conditions: Cinema Membership as well as the general terms and conditions of the Program and other terms that Canon may designate from time to time.

Cinema Membership benefits currently include:

- New Member Welcome Kit: Welcome Letter, Exclusive CPS Cinema Gift, CPS Member Card, CPS Member Pin (contents subject to change).
- Exclusive access to Equipment Evaluation Loans of Qualified CPS Cinema Products (See CINEMA MEMBERSHIP EQUIPMENT EVALUATION LOAN TERMS AND CONDITIONS)
- Priority access (over Gold members) to Equipment Evaluation Loans (See CINEMA MEMBERSHIP EQUIPMENT EVALUATION LOAN TERMS AND CONDITIONS)
- Discounted admission to select Canon Live Learning seminars and workshops.
- Access to 24/7 CPS hotline number ("CPS Hotline") with domestic and international phone support (excluding Canon USA observed holidays and periods where unavailability is due to circumstances beyond Canon USA's control).
- 30% discount on repairs and Cinema Product Maintenance for products on the CPS Cinema Repair

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List and entered in your My CPS Account on up to twenty (20) items per membership term; restrictions may apply, see discount restrictions below.

- Expedited two (2) business day Service Turnaround Time on your Product Eligible for Repair. Repair Coverage Loan Equipment may be available upon request if Service Turnaround Time exceeds two (2) business days, based on availability and upon request. (See Service Turnaround Time under CINEMA MEMBERSHIP REPAIR SERVICE TERMS AND CONDITIONS below for more details).
- Free insured shipping to and from Canon Factory Service Centers (to locations within the 50 United States and District of Columbia) for repairs and Canon Maintenance Service (“CMS”) on Product Eligible for Repair.
- Complimentary DSLR and EF Lens Canon Maintenance Service (CMS) by Canon USA Factory Service Centers for up to ten (10) Products Eligible for Repair per membership year. Eligible CMS for CPS members will be 18-Point Digital SLR Maintenance Service or 11-Point EF Lens Maintenance Service based on your Products Eligible for Repair. (See CINEMA MEMBERSHIP CMS TERMS AND CONDITIONS under CINEMA MEMBERSHIP REPAIR SERVICE TERMS AND CONDITIONS below for more details)
- Onsite event and show support, as listed on the events calendar.

#### CINEMA MEMBERSHIP EQUIPMENT EVALUATION LOAN TERMS AND CONDITIONS

##### 1. Requesting Equipment Evaluation Loans

- a) Cinema member Equipment Evaluation Loan requests receive priority over Gold Members.
- b) Cinema members may request to evaluate equipment from the “Cinema Evaluation List” (“Equipment Evaluation”) under the Equipment Loan tab on the CPS website subject to availability, except for equipment that the member already owns or has already evaluated in accordance with 2(b) below.
- c) The Equipment in connection with an Equipment Evaluation loan can only be shipped to a valid shipping address within the 50 United States and the District of Columbia.

##### 2. Time and Frequency Restrictions

- a) Cinema members are allowed to evaluate each item on the “Cinema Evaluation List” for a period of ten (10) days, starting on the date the loaned product is shipped to the member and ending when Canon USA receives the loaned product back.
- b) Cinema members are allowed to evaluate Qualified CPS Cinema Products once and all other products twice for the lifetime of the product regardless of renewal of membership.

CINEMA MEMBERSHIP REPAIR SERVICE TERMS AND CONDITIONS (for Product Eligible for Repair only):

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## 1. Warranty and Out of Warranty Repair Service

- a) Warranty repair service will be performed in accordance with the Limited Warranty packaged with the Product Eligible for Repair. These membership terms and conditions may confer greater benefits on you than the Limited Warranty for the Product Eligible for Repair. However, these terms and conditions shall not be construed as a modification, extension or enhancement of that Limited Warranty under any circumstances.
- b) For out of warranty repair service, a repair estimate will be sent to you for your approval before any repairs are performed, unless you pre-approve a specified amount (see section 2, below). If you do not reply to this repair estimate within thirty (30) days of Canon USA's receipt of the Product Eligible for Repair, the Product Eligible for Repair will be returned to you unrepaired. You will be responsible for all shipping costs and risk of loss for such returned Product Eligible for Repair.
- c) Product Eligible for Repair which are submitted for warranty service without proof of warranty eligibility may not be eligible for two (2) business day Service Turnaround Time (defined below). Service on these Product Eligible for Repair will be treated as an out of warranty repair.

## 2. Repair Service

- a) Repair service can be obtained by calling the CPS Hotline or using the CPS Pro Rush Service Form. Refer to the Contact Info section on your CPS Account Page for the CPS Hotline contact information, CPS Pro Rush Service Form and Canon Factory Service locations. Pre-approval for repair service is detailed on the CPS Pro Rush Service Form.
- b) Should the repair require more than the amount pre-approved, an estimate of repair will be sent for your approval before any work is performed. In these cases, Service Turnaround Time (as defined below) begins on the date you approve the repair estimate. If we cannot reach you within thirty (30) days, your product will be returned unrepaired.

## 3. Service Turnaround Time:

- a) For warranty repairs, Canon USA will repair the Product Eligible for Repair that is deemed by Canon USA, in its reasonable discretion, to be covered by the limited warranty, and provide the repaired product back to a shipping service ("Service Turnaround Time"), by the second business day following receipt by Canon USA of the equipment marked with a CINEMA RUSH SERVICE label, subject to the terms below.

Please note that Service Turnaround Time does not mean that you will receive your repaired product within two (2) business days.

For out of warranty repairs, the two (2) business day period will run from the date of Canon USA's acceptance of your payment for the approved repair.

- b) If more than one (1) piece of Qualified CPS Cinema Product is sent for repair at one time, Service Turnaround Time for all pieces may be longer than two (2) business days. If more than three (3) pieces of all other Product Eligible for Repair is sent for repair at one time, Service Turnaround Time for all pieces may be longer than two (2) business days.

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c) Service Turnaround Time is subject to availability of parts.

d) Upon receipt of a Cinema member's equipment, the service facility repairing the equipment shall offer the member Service Coverage Loan Equipment, using equipment that is comparable, in Canon USA's discretion, to the Cinema member's equipment being repaired (the "RCL Equipment"). Notwithstanding the preceding sentence RCL Equipment is subject to availability.

e) If Canon USA does not, within the Service Turnaround Time (i) repair and provide the Product Eligible for Repair to a shipping service, or (ii) provide RCL Equipment to a shipping service within the Service Turnaround Time, subject to the exclusions set forth above, member's sole and exclusive remedy will be a \$100 Repair Voucher (the "Repair Voucher") redeemable in accordance with the terms and conditions set forth below. (see Section 5 below)

#### 4. Shipment:

a) Shipments inbound to Canon USA will be at Canon USA's expense. Canon USA will include pre-paid overnight carrier shipping labels with the Cinema member's Welcome Kit. Cinema member assumes all responsibility for packaging, insuring and traceably shipping the Product Eligible for Repair.

b) Optionally, should you choose not to use the included free shipping benefit, you may choose any carrier you wish to ship your product to Canon USA. However, we recommend you ship your product by rush carrier service such as Federal Express, UPS Blue/Red Label or similar carriers. All products should be packaged securely, insured, and shipped in a manner that can be tracked.

c) A correct street address or P.O. Box must be supplied for return shipment. Return shipments will be shipped via overnight carrier at no cost to you. Please note that next business day delivery may not be available in all areas.

d) You assume all responsibility for products shipped to Canon USA including, without limitation, shipping costs and liability for damage during shipping.

#### 5. Repair Voucher Terms and Conditions:

a) The Repair Voucher may be used towards one (1) out of warranty repair and Cinema Product Maintenance for products on the CPS Cinema Repair List, deemed by Canon USA, in its reasonable discretion, to be repairable on or before the Repair Voucher's one (1) year expiration date.

b) The Repair Voucher can be redeemed for up to \$100.00 in Canon Factory Service Center repair value. If the repair charge is less than \$100.00, the balance of the Repair Voucher is void and no refund will be issued. The Repair Voucher has no cash value and will not be replaced or reissued.

c) The Repair Voucher can be combined with the discount on parts and labor set forth in the "Repair Discount" Section below only. It cannot be combined with any other offer.

d) Any attempted redemption of the Repair Voucher which is not consistent with these terms and conditions will be void.

#### 6. Repair Discount:



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a) The Cinema membership discount (30%) will be applied to the standard price of parts and labor for any out of warranty repair and Cinema Product Maintenance for products on the CPS Cinema Repair List performed by a Canon Factory Service Center on your Product Eligible for Repair that is deemed by Canon USA, in its reasonable discretion, to be repairable.

b) The Cinema membership discount (30%) is only applicable for up to twenty (20) out-of-warranty service transactions or maintenances per membership year. Any additional repairs or maintenance, beginning with the 21<sup>st</sup> occurrence, will receive expedited two (2) business day Service Turnaround Time, but will not receive a discount for the transaction.

c) The Repair Discount can be combined with the Repair Voucher described above. It cannot be combined with any other offer.

7. CINEMA MEMBERSHIP CMS TERMS AND CONDITIONS (for Product Eligible for Repair only) are listed below:

a) CMS can be requested by selecting the CMS check box on the CPS Pro Rush Form or by calling the CPS Hotline. Refer to Section 2 (Repair Service) for more information.

b) Shipping charges for products which are eligible for CMS will be handled in the same manner as repair requests for Product Eligible for Repair. Please refer to the repair shipping (see section 4 under "Cinema Membership Repair Service Terms and Conditions").

c) Eligible CMS for CPS Cinema members will be an 18-Point Digital SLR Maintenance Service or 11-Point EF Lens Maintenance Service, based on your Product Eligible for Repair as listed below:

18-point DSLR Maintenance Service:

- Clean Image Sensor
- Clean Mirror
- Clean Focus Screen
- Clean External Viewfinder
- Clean External LCD Surface
- Clean Camera Body
- Check Moving parts (buttons, doors, latches)
- Check Operation of Hot Shoe
- Check Memory Card Insertion and Removal
- Check Lens Attachment and Removal
- Check Camera/Lens Communication
- Perform Simple Image Test (exposure, color balance, resolution)
- Verify Camera Shutter Count
- Check Internal Error Messages
- Check Operation of Terminals and Jacks
- Tighten External Screws
- Verify Firmware Version and Update (if Required)
- Perform Pixel Mapping for Hot or Dead Pixels (if required)

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11-point EF Lens Maintenance Service:

- Clean External Lens Optics
- Clean External Lens Body
- Check Lens Attachment and Removal
- Check Camera/Lens Communication
- Check External Lens Barrel
- Check Operation of Focus, Iris and Zoom Rings
- Check Operation of Tripod Collar (if applicable)
- Check Aperture Function
- Perform Simple Image Test (exposure, color balance, resolution)
- Tighten External Screws
- Verify Firmware Version and Update (if required)

8. Additional Restrictions and Exemptions:

a) The following products are not eligible for benefits under this Program:

- Products that have been modified, other than by Canon Factory Service Center Technicians.
- Refurbished products, unless such products have been refurbished by Canon.
- Products sent in by a third-party or dealer.
- Counterfeit Products.
- Products that are not listed on the CPS Cinema Repair list on the CPS website.

b) Member must provide a valid shipping address for the return of Product Eligible for Repair within the 50 United States and the District of Columbia.

c) Priority Telephone Support: Canon USA will make available, via telephone, dedicated technical support to assist CPS members with service and support issues. This service will be available 24/7 (excluding Canon USA observed holidays and periods where unavailability is due to circumstances beyond Canon USA's control). Canon USA will not be liable in any way for unavailability of this service.