

August 4, 2014

**Canon Professional Services Program Terms and Conditions: SILVER 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 and.
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 I 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 Silver membership level as detailed in the Eligibility Requirements and Benefits Section. If I desire to upgrade my Program membership level, I understand that I will have to reapply for such upgraded level and pay the full amount of the upgraded membership fee. I further understand that I will not be entitled to any credit or refund for my current membership level.
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,
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.

August 4, 2014

9. 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.

10. 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.

11. 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.

12. 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.

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

CANON PROFESSIONAL SERVICES PROGRAM SILVER MEMBERSHIP ELIGIBILITY REQUIREMENTS AND BENEFITS, as provided by Canon U.S.A., Inc., (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. 10 Product Points are required to qualify for Silver membership. Product Points are points you can earn based on the eligible products you purchase. Point values for individual products may change without notice.

August 4, 2014

Only products on the CPS Silver 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: Silver Membership as well as the general terms and conditions of the Program and other terms that Canon may designate from time to time.

Please refer to list of Qualified CPS Silver Product and required Product Point values as listed on CPS website for Silver membership. Only products entered into the My CPS Products section in My CPS Account (each, a "Qualified Product") will qualify for the benefits listed.

Silver membership benefits include:

- CPS Member Card
- 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).
- Expedited 5-7 business day Service Turnaround time for repairs on Product Eligible for Repair

Please note: Silver level members are not eligible for any loan equipment or repair Vouchers at any time under the Program.

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

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 membership 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 5-7 business day Service Turnaround Time (as defined below). Service on these products will be treated as an out of warranty repair.

2. Repair Service

- a) Repair service can be requested by calling the CPS Hotline or using the CPS Pro Rush Service

August 4, 2014

Form. Refer to the Contact Info section on your CPS Account Page for the CPS Hotline contact information, Pro Rush Service Form and Canon Factory Service locations. Pre-approval for repair service is detailed on the 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 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 deemed by Canon USA, in its reasonable discretion, to be covered by the Limited Warranty, and provide the repaired product to a shipping service ("Service Turnaround Time"), by the seventh business day following receipt by Canon USA of the equipment marked with a SILVER 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 5-7 business days.

For out of warranty repairs, the 5-7 business day period will run from the date of Canon USA's acceptance of your payment for the approved repair.

b) If more than three (3) pieces are sent for repair at one time, Service Turnaround Time for all pieces may be longer than 5-7 business days.

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

4. Shipment:

a) You may choose any carrier you wish to ship your product to Canon U.S.A. 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. You assume all responsibility for products shipped to Canon USA including, without limitation, shipping costs and liability for damage during shipping.

b) 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.

c) Return shipping charges will be added to your repair invoice.

5. 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.

August 4, 2014

- Counterfeit Products
- Products that are not listed on the CPS Silver Repair list on the CPS website.

b) Member must provide a valid shipping address for the return of a 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 will not be liable in any way for unavailability of this service.