

## Canon Professional Services Program Terms and Conditions: Cinema Membership

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I (“Member”) am applying for a Cinema Membership in the Canon Professional Services Program (“CPS” or the “Program”) and hereby agree to the following terms and conditions (“Terms and Conditions” or “Agreement”):

1. In order to be eligible for Cinema Membership, an applicant must:
  - a. Be a full-time, self-employed individual, or an employee of a professional imaging business, who has a direct role in the creation of moving or still images for third parties on a professional basis.
  - b. Be a legal resident of the 50 United States, or the District of Columbia, who is at least 18 years of age at the time of enrollment.
  - c. Have a qualified Cinema product under the Program.
  - d. Pay a \$1,000.00 annual membership fee per Term (as hereinafter defined).
2. All applications are subject to approval by Canon U.S.A., Inc. (“Canon”), in its sole discretion. Canon reserves the right to confirm that the prospective member’s application information is accurate and may require additional proof upon request. 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 any current or previous Canon program including the current, and any predecessor, CPS Program.
3. Applicant hereby represents and warrants that all information submitted with their application is true and accurate. Any misrepresentation may result in immediate termination of membership with no refund of the annual membership fee.
4. If accepted into the Program, Canon will provide the benefits specific to the Cinema Membership level as detailed in the Benefits Section below. If Member desires to upgrade their Program Membership level, they must reapply for such upgraded level and pay the full amount of the upgraded membership fee. There will be no credit or refund for the current membership level.
5. The initial term of enrollment in the Program is one (1) year from the date applicant accepts the Terms and Conditions and pays the membership fee (although some benefits may start 24 hours after the start of such initial term). After the initial term, the membership term is one (1) year from the expiration date of the prior term if renewed prior to the end of my prior term (the initial term and all renewal terms are collectively referred to herein as the “Term”). If there is no renewal prior to the end of the Term, then, notwithstanding this Section 5, the Term will be one (1) year from the date the member’s membership is renewed.
6. Members will keep their CPS Account information up to date, including current mailing address (and home address if it differs from Member’s mailing address), phone number (mobile and home) and email. If Member does not keep their mailing address, phone number and email address up to date, Canon is not responsible for notices not received. Member must have internet access and the required browser software to enable Member to navigate the Canon CPS website throughout the Term and to receive all notices and messages from Canon CPS.
7. Canon may change or otherwise modify the Program at any time by posting updated Terms and Conditions on the Canon CPS website. Should Canon terminate the Program prior to the expiration of the Term, all membership benefits will be terminated and there will be no refund of annual membership fees.

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8. Member understands and agrees that failure to adhere to any of these Terms and Conditions may result in termination of Member's membership by Canon. In such event, Member will not be entitled to any refund of annual membership fees.
9. Member acknowledges that Canon makes no warranties or representations of any kind with respect to the prospects for any business relationship between Member and Canon as a result of this Agreement. Nothing in this Agreement will be deemed to create a partnership, joint venture or relationship of employment between Member and Canon.
10. This Agreement and the membership benefits afforded hereunder may not be assigned or otherwise transferred by Member, and any attempted assignment or transfer will be void.

### 11. Benefits

#### a. Membership Benefits

- i. Introductory Membership Welcome Kit: Welcome Letter and CPS Member Card.
- ii. Access to CPS Hotline number ("CPS Hotline") with domestic and international phone support (excluding Canon observed holidays and periods where unavailability is due to circumstances beyond Canon's control).
- iii. Access to Equipment Evaluation Loans, subject to subsection c below.
- iv. Priority two (2) Business Day Service Turnaround Time for repairs on Product Eligible for Repair (as hereafter defined). A Business Day is defined as excluding weekends, Canon observed holidays, and periods where unavailability is due to circumstances beyond Canon's control. (Cinema Cameras, Cinema Lenses, Broadcast Lenses and all other accessories are excluded from Priority two (2) Business Day Service Turnaround Time.)
- v. Discounted admission to Canon Live Learning seminars and workshops.
- vi. 30% discount on up to twenty (20) repairs of your Product Eligible for Repair per membership Term, subject to subsection d. below.
- vii. Repair Coverage Loan ("RCL"), subject to subsection d. below.
- viii. Free shipping 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.
- ix. Complimentary EOS Camera, EF and RF Lens CMS by Canon Factory Service Centers for up to ten (10) Products Eligible for Repair per Term.
  1. Eligible CMS for Members will be 18-Point EOS Camera Maintenance Service or 11-Point EF and RF Lens Maintenance Service, based on Products Eligible for Repair.
- x. Onsite event and show support, as listed on the CPS website events calendar.

#### b. Priority Telephone Support:

- i. Canon U.S.A. will make available, via telephone, dedicated technical support to assist CPS members with service and support issues, excluding Canon observed holidays and periods where unavailability is due to circumstances beyond Canon's control. Canon will not be liable in any way for unavailability of this support.

#### c. Equipment Evaluation Loan

- i. All loans of Canon equipment and related accessories ("Evaluation Equipment") made under the Equipment Evaluation Loan benefit are subject to the following:

1. Evaluation Equipment on the “Cinema Evaluation List” will be available only to Cinema Members in good standing. Cinema Evaluation List contents are subject to change.
  - a. Member’s membership will not be considered to be in good standing if Member:
    - i. Has not timely returned any Evaluation Equipment on loan under this Program, or has not timely returned any Canon equipment on loan under any other program;
    - ii. Has any outstanding amounts due to Canon;
    - iii. Has engaged in inappropriate conduct in connection with the Program, as determined by Canon in its sole discretion.
2. Evaluation Equipment available on the Cinema Evaluation List is subject to availability, excluding equipment the Member already owns or has previously evaluated. The Cinema Evaluation List can be accessed via the Equipment Loan tab on the CPS website.
3. All Equipment Evaluation Loan requests must be submitted by email using a valid email address which is consistent with that in Member’s then-current CPS account profile.
4. New Members are subject to a thirty (30) day waiting period from the original start date of the Term before requesting Equipment Evaluation Loans.
5. Equipment Evaluation Loan requests will be reviewed and fulfilled, and the priority and scheduling of such loans will be determined, by Canon in its sole discretion.
  - a. Cinema Members must give at least three (3) business days’ notice for all Equipment Evaluation Loan requests.
  - b. Evaluation Equipment quantities are limited and are available on a first come – first served basis within the Cinema membership level.
  - c. A maximum of three (3) pieces of Evaluation Equipment, including one (1) camera body and/or one (1) Super Telephoto Lens, are allowed per Equipment Evaluation Loan.
6. Equipment Evaluation Loans are ten (10) days in length including shipping time to and from Member.
7. Evaluation Equipment is loaned to Member solely for use in accordance with these Terms and Conditions. Any Evaluation Equipment loaned to Member is owned by Canon and may not be loaned, sold, or otherwise transferred by Member, to a third party.
8. Canon will pay shipping charges for the Evaluation Equipment to the shipping address listed in Member’s CPS Account, or as otherwise directed by Member in their loan request, provided such shipping address is within the 50 United States or District of Columbia.
  - a. First time Equipment Evaluation Loans will only be shipped to the verified and approved shipping address listed in Member’s CPS Account.

9. Member will pay return shipping charges for the Evaluation Equipment to the address specified by Canon, to be received by Canon no later than the due date of the loan period, or at such other time as Canon requests its return.
10. Canon reserves the right to recall any item of Evaluation Equipment, for any reason, at any time, upon notice.
11. Member will return the Evaluation Equipment, and all accessories accompanying such Evaluation Equipment, if any (the "Accessories"), to the address designated by Canon, in good condition, reasonable wear and tear excepted. Member agrees to protect the Evaluation Equipment against shock, impact, water damage, sand, dirt and anything else which may cause damage. Member bears all risk of loss or damage to the Evaluation Equipment while the Evaluation Equipment is in Member's possession and until receipt by Canon, including any damage caused by improper packaging of the Evaluation Equipment for its return to Canon. Member will reimburse Canon for the cost of any repairs to, or replacement of, the Evaluation Equipment and/or Accessories resulting from packaging of the Evaluation Equipment for its return to Canon.
12. Member may choose any carrier to return the Evaluation Equipment to Canon. However, Canon recommends shipping the Evaluation Equipment by rush carrier service such as Federal Express, UPS Blue/Red Label or similar carriers. All Evaluation Equipment must be packaged securely, insured, and shipped in a manner that can be tracked. Member assumes all responsibility for Evaluation Equipment shipped to Canon including, without limitation, shipping costs and liability for damage during shipping.
13. Member will carry "all risk" insurance on all Evaluation Equipment in an amount equal to the price of the Equipment as set forth in each Loan Shipping Order. Such insurance must list Canon as additional insured. Member will reimburse Canon for any loss, theft, or disappearance of Evaluation Equipment and will promptly notify Canon, and forward Canon a copy of the police report, in the event of loss, theft or disappearance of the Evaluation Equipment.
14. Member agrees to use the Evaluation Equipment in accordance with published Canon instructions.
15. In the event Member fails to return the Evaluation Equipment by the due date of the loan period, or at such other time as Canon requests its return, Canon may invoice Member for Canon's then current price for such equipment, as set forth on the Loan Receipt, and Member 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 Member's membership and/or privileges in the Program and/or the seeking of legal or equitable relief, in Canon's sole discretion. Member will be responsible, and will reimburse Canon for, all fees and expenses (including attorneys' fees and expenses) incurred by Canon in connection with seeking such relief.

16. Under no circumstances will Member perform any maintenance or repair on the Evaluation Equipment. If maintenance or repair on the Evaluation Equipment is necessary, Member will contact CPS immediately for further instructions.
  17. Member acknowledges and agrees that the Evaluation Equipment is loaned to Member "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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CANON WILL 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.
- ii. Time and Frequency Restrictions
    1. As a Cinema member, Member may evaluate each item on the "Cinema Evaluation List" twice (once for Cinema products listed) during the lifetime of Member's membership, subject to these terms and conditions.
    2. Renewal of membership does not reset the frequency restriction above.
- d. Repair and Maintenance Services
- i. Only products listed on the CPS Cinema Repair List on the CPS website, and which are entered into My CPS Products in My CPS Account (each, a "Product Eligible for Repair"), are eligible for repair under Cinema membership. The CPS Cinema Repair List is subject to change without notice. The Service benefits of Cinema membership are subject to this subsection d.
  - ii. Warranty and Out of Warranty Repair Service
    1. Warranty Repair Service will be performed in accordance with Canon's Limited Warranty packaged with the Product Eligible for Repair. Proof of Purchase must be included with the Product Eligible for Repair as noted on the CPS Rush Service Form. The Service benefits of Cinema membership may confer greater benefits on member than the Limited Warranty for the Product Eligible for Repair. However, these Terms and Conditions will not be construed as a modification, extension or enhancement of that Limited Warranty under any circumstances.
    2. For Out of Warranty Repair Service, a repair estimate will be sent to Member for Member's approval before any repairs are performed, unless the repair estimate is under the pre-authorization amount as specified on the CPS Rush Service Form. If Member does not reply to the repair estimate within thirty (30) days of Canon's receipt of the Product Eligible for Repair, the Product Eligible for Repair will be returned to Member unrepared. Member will be responsible for all shipping costs and risk of loss for such returned Product Eligible for Repair.
    3. Product Eligible for Repair which is submitted for Warranty Repair Service without proof of Warranty eligibility may not be eligible for two (2) business day

Service Turnaround Time. Service on such products will be treated as an Out of Warranty Repair.

iii. Repair Service

1. Repair Service can be obtained by calling the CPS Hotline or using the CPS Rush Service Form. The Contact Info section on the My CPS Account Page contains the CPS Hotline contact information, CPS Rush Service Form and Canon Factory Service locations. Repair Service pre-authorization is specified on the CPS Rush Service Form.
2. Member must provide a correct street address, email address and phone number on the CPS Rush Service Form for return shipment. All shipments to Canon must use a CPS Rush Service label on the outside of the carton. Cartons received without the CPS Rush Service label may not be recognized and eligible for Priority Turnaround Time benefits. Return shipments will be shipped via overnight carrier at no cost to Member. Expedited delivery may not be available in all areas.
3. Should the repair require more than the amount pre-authorized on the CPS Rush Service Form, an estimate of repair will be sent for Member's approval before any work is performed. In these cases, Service Turnaround Time (as defined below) begins on the date Member approves the repair estimate. If Canon cannot reach Member within thirty (30) days, Member's product will be returned unrepared.

iv. Service Turnaround Time:

1. For Warranty Repairs, Canon will repair the Product Eligible for Repair provided that Canon determines, in its reasonable discretion, to be covered by the Canon Limited Warranty. Repaired Products Eligible for Repair will be shipped by a shipping service, by the second (2<sup>nd</sup>) business day following receipt by Canon of the Product Eligible for Repair marked with a Cinema CPS Rush Service label ("Service Turnaround Time"). (Service Turnaround Time does not mean that Member will receive the repaired product by the 2<sup>nd</sup> Business Day.) Products eligible for Priority Service Turnaround Time include: EOS Cameras, EF and RF Lenses, Speedlites, and Battery Grips. (Cinema Cameras, Cinema Lenses, Broadcast Lenses and all other accessories are excluded)
2. For Out of Warranty Repairs, the Service Turnaround Time period will begin from the date of Canon's acceptance of Member's payment for the approved repair.
3. If more than three (3) pieces are sent for repair at one time, Service Turnaround Time for all pieces may be longer than two (2) Business Days.
4. Service Turnaround Time is subject to availability of parts.
5. In the event that Canon cannot meet the two (2) Business Days Service Turnaround Time, Canon will provide Member with Repair Coverage Loan equipment at Member's request. Repair Coverage Loan equipment ("RCL

Equipment”) will, in Canon’s discretion, be comparable to Member’s equipment being repaired. RCL equipment is subject to availability.

6. If Canon U.S.A. is not able to meet the Service Turnaround Time for repair, or is not able to provide RCL Equipment for shipment within the specified Service Turnaround Time, Member may be entitled to a \$100 repair voucher (the “Repair Voucher”). The Repair Voucher is redeemable in accordance with the Terms and Conditions set forth below.

v. Repair Voucher

1. Repair Vouchers may be used toward one (1) Out of Warranty Repair of any product on the CPS Cinema Repair List, deemed by Canon U.S.A., in its reasonable discretion, to be repairable.
2. Repair Vouchers have an expiration date of one (1) year and can be redeemed for up to \$100.00 in repairs at Canon Factory Service Centers. If the final 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, will not be replaced or reissued, and is nontransferable.
3. Repair Vouchers can be combined with the discount on parts and labor set forth in the “Repair Discount” Section below, but cannot be combined with any other benefit or offer.
4. Any attempted redemption of a Repair Voucher in violation of these Terms and Conditions will be void.

vi. Repair Discount:

1. The Cinema Membership repair discount is thirty percent (30%) (the “Discount”). The Discount will be applied to Canon’s standard price for parts and labor for any Out of Warranty Repair for products on the CPS Cinema Repair List, where such Out of Warranty Repair is performed by a Canon Factory Service Center on a Product Eligible for Repair deemed by Canon, in its reasonable discretion, to be repairable.
2. The Cinema Membership Repair Discount is only applicable for up to twenty (20) Out of Warranty Repair Service transactions per Term. Any additional repairs, beginning with the 21<sup>th</sup> occurrence, will receive Priority Service Turnaround Time, but will be billed at Canon’s then-current standard repair rates.
3. The Discount can be combined with the Repair Voucher described above. It cannot be combined with any other offer.

vii. Cinema Membership Canon Maintenance Service (“CMS”)

1. CMS is available for up to ten (10) pieces of equipment, as listed on the Products Eligible for Repair list, per Term. Any additional CMS requests, beginning with the 5<sup>th</sup> occurrence, will be considered a standard repair and will be billed at Canon’s then-current standard repair rates.
2. CMS can be requested by selecting the CMS check box on the CPS Rush Service Form or by calling the CPS Hotline.

3. Shipping charges for products which are eligible for CMS will be handled in the same manner as repair requests for Products Eligible for Repair.
4. Eligible CMS for CPS Cinema members will be an 18-Point EOS Camera Maintenance Service, or 11-Point EF and RF Lens Maintenance Service, each as listed below, based on Member's Product Eligible for Repair.
  - a. 18-Point EOS Camera Maintenance Service:
    - i. Clean Image Sensor
    - ii. Clean Mirror
    - iii. Clean Focus Screen
    - iv. Clean External Viewfinder
    - v. Clean External LCD Surface
    - vi. Clean Camera Body
    - vii. Check Moving parts (buttons, doors, latches)
    - viii. Check Operation of Hot Shoe
    - ix. Check Memory Card Insertion and Removal
    - x. Check Lens Attachment and Removal
    - xi. Check Camera/Lens Communication
    - xii. Perform Simple Image Test (exposure, color balance, resolution)
    - xiii. Verify Camera Shutter Count
    - xiv. Check Internal Error Messages
    - xv. Check Operation of Terminals and Jacks
    - xvi. Tighten External Screws
    - xvii. Verify Firmware Version and Update (if required)
    - xviii. Perform Pixel Mapping for Hot or Dead Pixels (if required)
  - b. 11-Point EF and RF Lens Maintenance Service:
    - i. Clean External Lens Optics
    - ii. Clean External Lens Body
    - iii. Check Lens Attachment and Removal
    - iv. Check Camera/Lens Communication
    - v. Check External Lens Barrel
    - vi. Check Operation of Focus, Iris and Zoom Rings
    - vii. Check Operation of Tripod Collar (if applicable)
    - viii. Check Aperture Function
    - ix. Perform Image Test (Check Exposure and Shutter Speed)
    - x. Tighten External Screws
    - xi. Verify Firmware Version and Update (if required)
- viii. Repair Coverage Loan ("RCL")
  1. RCL Equipment will be available only to Cinema, Cinema, and Cinema members in good standing as listed on their respective CPS Repair list.
  2. Member understands that all requests for RCL Equipment will be reviewed by Canon in the same manner as it determines requests for Evaluation Equipment.



3. RCL Equipment is loaned to Member solely for their use in accordance with these Terms and Conditions. Any RCL Equipment loaned to Member is owned by Canon and may not be loaned, sold, or otherwise transferred, by Member.
4. Canon will pay for transporting the RCL Equipment, via a delivery service selected by Canon in its sole discretion, to and from the address listed in My CPS Account, or as otherwise directed by Member in their loan request, within the 50 United States or District of Columbia.
5. The RCL will last for the period it takes the Canon Factory Service Center to repair Member's equipment and ship it back to Member, subject to recall rights below. A pre-paid shipping label will be included with the RCL Equipment for the return of such equipment to Canon. Please apply the label to the return carton and contact the carrier shown on the label for return shipment to Canon.
6. Canon may recall any item of RCL Equipment, for any reason, at any time, upon notice.
7. Member will return the RCL Equipment as directed by the terms above, in good condition, reasonable wear and tear excepted. Member agrees to protect the RCL Equipment against shock, impact, water damage, sand, dirt and anything else which may cause damage to the RCL Equipment. Member bears all risk of loss or damage to the RCL Equipment while in member's possession and until receipt by Canon, including any damage caused by improper packaging of the RCL Equipment for its return to Canon. Member will reimburse Canon for the cost of any repairs to, or replacement of, the RCL Equipment resulting from damage to the RCL Equipment while on loan, including any damage caused by improper packaging of the RCL Equipment for its return to Canon.
8. Member 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 will list Canon U.S.A., Inc. as an additional insured. Member agrees to reimburse Canon for the difference between the amount paid to Canon under Member's "all risk" insurance policy and the amount of damages incurred by Canon as a result of such loss, theft, or disappearance under the "all risk" insurance policy. Member will promptly notify Canon, and forward Canon a copy of the police report, in the event of loss, theft or disappearance of the RCL Equipment.
9. Member may choose any carrier to return the RCL Equipment to Canon. However, Canon recommends that the RCL Equipment be shipped by rush carrier service such as Federal Express, UPS Blue/Red Label or similar carriers. All RCL Equipment must be packaged securely, insured, and shipped in a manner that can be tracked. Member assumes all responsibility for RCL Equipment shipped to Canon including, without limitation, shipping costs and liability for damage during shipping.
10. In the event Member fails to return the RCL Equipment when due, Canon may invoice Member for Canon's then current price for such equipment, as set forth

on the Loan Receipt, and member 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 Member's membership privileges in the Program, and/or the seeking of legal or equitable relief, in Canon's sole discretion. Member will be responsible, and will reimburse Canon for, all fees and expenses (including attorneys' fees and expenses) incurred by Canon in connection with seeking such relief.

11. Member agrees to use the RCL Equipment in accordance with published Canon instructions. Under no circumstances will Member perform any maintenance or repair on the RCL Equipment. If maintenance or Repair on the RCL Equipment is necessary, Member will call CPS Hotline for further instructions.
12. Member acknowledges and agrees that the RCL Equipment is loaned to member "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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CANON WILL 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 RCL EQUIPMENT.

ix. Additional Restrictions and Exemptions:

1. The following products are not eligible for benefits under this Program:
  - a. Products that have been modified, other than by Canon Factory Service Center Technicians.
  - b. Refurbished products, unless such products have been refurbished by Canon.
  - c. Products sent in by a third-party or dealer.
  - d. Counterfeit Products
  - e. Products that are not listed on the CPS Cinema Repair list on the CPS website.

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 WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Agreement will not be amended or otherwise modified except in a writing authorized by Canon, which may be a posting on a website 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 will be unaffected.

14. This Agreement 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.