

## Eligibility

The Canon eCarePAK Extended Service Plan (the "eCarePAK") is provided by Canon U.S.A., Inc. ("CUSA") with respect to the Canon product, and the service(s) (Repair or Replacement, Installation, Training, and/or Preventative Maintenance), identified on your eCarePAK Certificate of Registration for which the eCarePAK has been purchased (the "Covered Product"). CUSA reserves the right to verify the information you provide to CUSA in connection with your registration for the eCarePAK and may reject your enrollment. The purchase of an eCarePAK is not required either to purchase the Covered Product or to obtain financing for the Covered Product.

## Activating the eCarePAK

If you do not agree with the Terms and Conditions of the eCarePAK, you may cancel and obtain a refund in accordance with the section entitled "Ability to Cancel and Right to Refund" below. The eCarePAK becomes effective when CUSA registers your Covered Product. You may purchase an eCarePAK within the term of the CUSA Limited Warranty for the Covered Product, or before any existing eCarePAK covering the Covered Product has expired. However, if you decide to purchase after the Limited Warranty has expired, or after any existing eCarePAK on the Covered Product has expired, CUSA reserves the right to inspect the Covered Product, at your expense, and to refuse to register your Covered Product in its sole discretion, if it does not meet CUSA's requirements for coverage under an eCarePAK. An eCarePAK Certificate of Registration will be sent to you upon registration of your extended service plan and/or preventative maintenance plans.

## Coverage

Coverage under the eCarePAK will begin effective on the expiration date of the original CUSA Limited Warranty or existing eCarePAK for the Covered Product, as applicable, and continue until the expiration date indicated on your eCarePAK Certificate of Registration. The period between the effective date of coverage under your eCarePAK and the expiration date indicated on your eCarePAK Certificate of Registration is referred to herein as the "Term". **THIS IS NOT A CONTRACT OF INSURANCE.**

## Repair or Replacement Service

1. Subject to the limitations set forth in "Service Limitations" below, CUSA agrees to repair or replace, without charge, any defective part in your Covered Product with a new or comparable rebuilt part during the Term of the eCarePAK. Any parts that are replaced will become the property of CUSA. Replacement of parts will not extend the Term of the eCarePAK. Likewise, if CUSA should replace the Covered Product, the original Covered Product will become the property of CUSA. Coverage under the eCarePAK will automatically transfer to the replacement product but will not extend the Term.
2. The eCarePAK is valid only for service of a Covered Product purchased and used in the United States. The eCarePAK is not transferable to another Covered Product except as provided in paragraph 1 above.
3. For Oregon and Montana Residents only: This Extended Protection (Service) Plan is insured by a contractual liability insurance policy issued to Canon U.S.A., Inc. by Sampo Japan Insurance Company of America, 11405 N. Community House, Suite 600, Charlotte, NC 28277, 704-759-2200.

## Technical Support

You are entitled to the telephone support set forth below for the Covered Product during the Term of the eCarePAK.

For imagePROGRAF & imageFORMULA Scanners 1-800-423-2366	For imageCLASS & FAXPHONE 1-800-OK Canon
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Toll-Free telephone support for troubleshooting issues is available Monday through Friday from 8:00 a.m. to 8:00 p.m., E.T. excluding holidays. Hours of availability for toll-free telephone support are subject to change in CUSA's reasonable discretion. For more efficient support, please have your eCarePAK registration number or Covered Product serial number available.

## Obtaining Repair or Replacement Service

As a condition to obtaining service under this eCarePAK, you must first troubleshoot your Covered Product's malfunction in good faith with CUSA's technical support team. If CUSA cannot fix the Covered Product's malfunction through remote diagnosis, CUSA may choose to either (1) exchange your Covered Product through CUSA's Advanced Exchange Service program, (2) schedule an on-site service call through an independent CUSA Authorized Service Provider (the "Service Provider"), or (3) refer you to a CUSA Authorized Service Facility ("ASF") (Carry-In/), all as more fully described below. The service option chosen is in CUSA's sole discretion. Not all options may be available at the time service is requested.

1. **Advanced Exchange Program:** CUSA may elect to service your Covered Product through its Advanced Exchange Program. Under the Advanced Exchange Program, a defective Covered Product will be exchanged for a comparable refurbished Covered Product on an expedited basis, usually by the next business day (or longer if your ship-to address is determined by Canon to be a rural or remote location). You will be required to provide a ship-to location (street address only) for the replacement product. You may be required to sign a form to guarantee the return of the defective unit and provide a valid credit card authorization. If you do not return your defective Covered Product to CUSA by the date and in the manner specified by CUSA, CUSA may cancel your eCarePAK and invoice you for the full replacement cost of a new Covered Product, or charge your credit card for this cost.
2. **Service Provider:** In the event that CUSA's technical troubleshooting cannot resolve your problem, CUSA may elect to send a Service Provider to your location in an expedited manner to facilitate the repair of your Covered Product.
3. **ASF Program (Carry In):** Under CUSA's ASF Program, the defective Covered Product is repaired by an ASF and then returned to you. The CUSA representative will direct you how to obtain the name and phone number of the ASF nearest to you. You must contact the ASF to schedule the repair. **DO NOT INCLUDE ANY OTHER ITEMS WITH THE COVERED PRODUCT.** Covered Products will be repaired and returned to you without charge by the ASF.

Any Covered Product received by CUSA or an ASF that is not covered by this eCarePAK will be returned to you unrepaired at your expense or, at the discretion of CUSA or the ASF, you may receive an estimate of repair at CUSA's or the ASF's then prevailing service rates. You will also be charged for on-site repairs not covered by this eCarePAK at CUSA's then prevailing service rates.

## Repair or Replacement Service Limitations

The eCarePAK covers defects encountered in normal use of the Covered Product and, except as otherwise provided in this eCarePAK, does not cover the following:

1. Loss of or damage to the Covered Product due to abuse, mishandling, improper packaging by you, neglect, alteration, electric current fluctuation or accident; improper use, including failure to follow operating, maintenance or environmental instructions prescribed in the operator's manual; use of the Covered Product with non-compatible computers, peripheral equipment or software; or repair performed by other than a service representative qualified by CUSA.
2. Service necessitated by the use of parts or supplies (other than those distributed by CUSA) which damage the Covered Product or which cause abnormally frequent service calls or service problems.
3. Service of the Covered Product if it has been modified or altered in any way (including any alteration or removal of serial numbers or identification marks).
4. Service, repair or replacement of any covers, lids, or trim parts, or any consumable items, including without limitation, toner and/or ink cartridges, ink tanks and printheads.
5. Preventative maintenance and or inspections.
6. Service, repair or replacement of accessories or options for the Covered Product, or of any equipment or software not distributed by Canon which may be used with, or be connected to, the Covered Product.
7. Service, repair, or replacement of any Covered Product purchased or used outside of the United States.

## Installation Services

### imagePROGRAF Printer Only

CUSA, or CUSA's authorized service provider, will provide the following installation services for the imagePROGRAF printer only:

1. Place the printer on its stand with your assistance.
2. Load media on to the printer.
3. Fill ink tanks.
4. Produce a test print to ensure that the printer is installed and operating within specifications.
5. Upon your request, connect the printer to a network (i.e. Ethernet connection).

### imagePROGRAF iPF MFP Only

CUSA, or CUSA's authorized service provider, will provide the following installation services for the imagePROGRAF MFP:

1. Place the imagePROGRAF printer on its stand with your assistance.
2. Load media on to imagePROGRAF printer.
3. Produce a test print to ensure that the imagePROGRAF printer is installed and operating within specifications.
4. Place the Colortrac M40 scanner on its stand with your assistance.
5. Install, at a basic level, the computer and monitor.
6. Connect the Colortrac M40 scanner to the imagePROGRAF printer and produce a test scan to ensure that the imagePROGRAF printer and Colortrac M40 scanner are connected and operating within specifications.

### imageFORMULA Scanners Only

CUSA, or CUSA's authorized service provider, will provide the following installation services for the imageFORMULA Scanners:

1. Place the scanner in its designated location with your assistance.
2. Install replacement rollers if they are not already factory installed.
3. Install additional accessories (if applicable).
4. Connect scanner and perform a test scan to ensure that scanner is operating within specifications.

## General Terms and Conditions Covering All Installation Services

The following terms and conditions apply to all Installation services:

1. Installation technicians may, in their sole discretion, refuse to install Covered Products that are incompatible, are, or appear to be, damaged, are inappropriate for installation, exhibit signs of excessive wear or are deemed unsafe. Covered Products which are not new, or are damaged, will be documented before the installation begins. You may be subject to additional charges should the installation technician conclude that the proposed installation is unsafe and therefore cannot be completed.
2. A pre-existing power outlet(s) must be accessible in order to install your Covered Product.
3. Installation services are only available in the 50 United States and the District of Columbia. Extra charges may apply in the event special travel is required to reach the installation site.
4. Extra charges may apply in the event additional work is necessary to complete the installation, including, but not limited to, carpentry, electrical work, floor covering modifications, moving of furniture, or additional wire, parts and/or accessories.
5. Carefully review your installation needs, your installation plans and the accessories and hardware you have and/or need to facilitate and complete the installation.
6. CUSA and/or Canon authorized service provider will contact you to schedule your installation appointment. Cancellations or rescheduling of scheduled installation appointments must be made no later than twenty four (24) hours prior to your appointment to avoid additional charges. Cancellation requests are not valid until confirmed by CUSA and/or Canon Authorized service provider.

7. You must ensure that the Covered Product(s) to be installed, the installation site, and the hardware and accessories required to facilitate and complete your installation, are prepared and ready prior to the arrival of the installation technician. You may be subject to an additional charge for failure to prepare the Covered Product, the installation site, or the required hardware and accessories prior to the arrival of the installation technician.
8. You must move or rearrange furniture to provide accessibility and a safe, adequate work space for the installation technician.
9. You must provide a sufficient amount of power, power sources, power cords and, if applicable, surge protectors that are readily available to the installation technician and/or safely accessible to the installation site. The installation technicians will not move or install AC power sources or feeds of television signals from cable, satellite or other sources.
10. You must dispose of the packaging materials and trash following the installation. Although the installation technicians will clean up the work site, it is your responsibility to arrange for the final disposal of any packaging materials or trash related to the installation.

#### Training Services

CUSA, or CUSA's authorized service provider, will provide the following Training services with respect to the imagePROGRAF iPF MFP:

1. Training is only provided during the time of installation.
2. Training on the general operation of the scanner component of the imagePROGRAF iPF MFP.
3. Training on the SmartWorks MFP Software.

CUSA, or CUSA's authorized service provider, will provide the following Training services with respect to the imageFORMULA Scanner:

1. Training is only provided during the time of installation.
2. Training on the general operation of the scanner
3. Training on the Canon software and drivers included with the scanner.
4. Training on scanner preparation, maintenance and errors on scanner.

#### General Terms and Conditions Covering All Training Services

The following terms and conditions apply to all Training Services

1. CUSA reserves the right to refuse or limit any Training Services if you fail to satisfy any minimum requirements for such Training Services as published or provided to you by CUSA prior to the start of such Training Services.
2. CUSA reserves the right to refuse, limit, or cancel any Training Services if, in the opinion of CUSA, you display unreasonable behavior or are deemed by CUSA to be violent, abusive, or disruptive. In such cases, no refunds will be paid.
3. Ownership of all copyright and other intellectual property rights in the training material supplied by CUSA, or its authorized service provider, including any documentation, data, technical information and know-how provided to you as part of the Training Services, remains vested in CUSA, its authorized service provider(s), or the owner of such materials, as applicable. All such information will be held by you in confidence and will not be disclosed or copied to third parties, without the express written permission of CUSA.

#### imageFORMULA Scanners Preventative Maintenance\* Only

CUSA, or CUSA's authorized service provider, will provide the following preventative maintenance services for the imageFORMULA Scanner:

1. Perform physical inspection on the internal, external and functionality of the scanner.
2. Perform necessary cleaning routine of the interior and exterior body of the scanner.
3. Install new user replaceable rollers.
4. Document maintenance statistics.
5. Perform test scans after preventative maintenance is complete and ensure that Scanner is operating within specifications.

\* The number of Preventative Maintenance service calls covered under this eCarePAK depends on the Term of your eCarePAK. For example, for a two (2) year Term, you are entitled to two (2) Preventative Maintenance service calls during such Term. Additional Preventative Maintenance service may be purchased at CUSA's then-current rates.

#### General Terms and Conditions Covering Preventative Maintenance Services

The following terms and conditions apply to imageFORMULA Scanner Preventative Maintenance services:

1. Only customers under warranty or eCarePAK coverage can purchase or receive Preventative Maintenance.
2. Scheduling a Preventative Maintenance is the sole responsibility of the customer and will expire upon expiration of the warranty or eCarePAK.
3. CUSA will provide Preventative Maintenance only during normal business hours of operation, Monday through Friday, 9AM-5PM local time excluding holidays.
4. CUSA will schedule the Preventative Maintenance within five business days of when the customer contacts CUSA's Technical support Center.
5. If the unit is not in working condition, the Preventative Maintenance will be delayed and a break/fix call will be opened.

#### No Warranty

Except as set forth herein, all services provided by CUSA or its authorized service providers under this eCarePAK are provided "AS IS", without warranty of any kind, whether express, implied, statutory, or otherwise, especially as to quality, timeliness, reliability, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED BY CUSA AND ITS AUTHORIZED SERVICE PROVIDERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY CUSA OR ITS AUTHORIZED SERVICE PROVIDERS WILL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS AND CONDITIONS.

#### Limitation of Liability

NEITHER CUSA NOR ANY SERVICE PROVIDER OR ASF WILL BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA OR ANY SERVICE PROVIDER OR ASF), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE COVERED PRODUCT OR ANY COMPONENT THEREOF, THE INSTALLATION SERVICES, PREVENTATIVE MAINTENANCE SERVICES, AND/OR TRAINING SERVICES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA OR ANY SERVICE PROVIDER OR ASF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL RECOVERY OF ANY KIND AGAINST CUSA OR ANY SERVICE PROVIDER OR ASF BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE COVERED PRODUCT SOLD BY CUSA AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND PROPERTY OWNED BY YOU OR OTHERS, ARISING OUT OF USE OR POSSESSION OF ANY COVERED PRODUCT SOLD BY CUSA NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA OR ANY SERVICE PROVIDER OR ASF. YOU ACKNOWLEDGE THAT PURCHASE OF THE eCAREPAK DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRODUCT. FOR ANY MATERIAL BREACH OF THIS PLAN BY CUSA OR ANY SERVICE PROVIDER, OR ASF, YOUR REMEDY, AND THE LIABILITY OF CUSA OR ANY SERVICE PROVIDER OR ASF, WILL BE LIMITED TO A REFUND OF THE PURCHASE PRICE PAID FOR THE PLAN.

#### Extending the eCarePAK

Subject to this section, your eCarePAK can be extended. You will be contacted prior to the expiration date of your eCarePAK about whether you want to extend coverage for an additional period. In no event, however, will the combined term of your manufacturer's Limited Warranty, original eCarePAK and any eCarePAK extension period exceed the maximum coverage time period stated on the eCarePAK. However, CUSA may, in its sole discretion, allow extension periods on a case-by-case basis. If you wish to extend your eCarePAK, follow the instructions provided when you were contacted about extending. Coverage during each respective extension period will be governed by CUSA's then current version of the eCarePAK terms and conditions which must be agreed to in order for the extension period to become effective.

#### Ability to Cancel and Right to Refund (Except for Oregon Residents)

You may cancel the eCarePAK for a full refund within thirty (30) days of the original date of purchase of the eCarePAK if you have made no service claims. To cancel, send a written notice of cancellation, which includes your name, address, daytime phone number, with a copy of your original eCarePAK Certificate of Registration to Canon at: Canon eCarePAK Extended Service Plan, Business Imaging Solutions Group, Product Marketing Department, One Canon Park, Melville, NY 11747.

OREGON RESIDENTS ONLY: You may cancel this eCarePAK at any time for any reason by sending a written notice of cancellation, which includes your name, address, daytime phone number, and your Canon eCarePAK label, to CUSA at Canon eCarePAK Extended Service Plan, Business Imaging Solutions Group, Product Marketing Department, One Canon Park, Melville, NY, 11747. Canon may cancel this eCarePAK if you fail to pay, make a material misrepresentation or substantially breach your duties under this eCarePAK. The cancellation of this eCarePAK is not effective until at least thirty (30) days after the notice of cancellation is mailed to you. If this eCarePAK is cancelled by you or CUSA within sixty (60) days of the date of purchase, CUSA will refund the entire amount you paid for the eCarePAK. If this eCarePAK is cancelled thereafter by either party, CUSA will refund the entire amount you paid allocable to the remainder of the Term of this eCarePAK prorated on a monthly basis.

#### Alternative Dispute Resolution

There is no informal dispute settlement process established under this eCarePAK.

#### SPECIAL STATE REQUIREMENTS

Regulation of extended service plans and service contracts may vary widely from state to state. Any provision within this eCarePAK which conflict with the laws of the state where you live will automatically be considered to be modified to conform to applicable state laws and regulations.