



Production Equipment Rental Group

RECORDED CONTENT DISCLAIMER

Customer agrees to return all rented **"Media"** (as defined below) to Cinema Shot, LLC (**"Company"**) with all **"Recorded Content"** (as defined below) securely and permanently erased.

"Media" means any and all methods, processes or devices, whether now known or hereafter devised, by or onto which pictures, images, data and visual and/or aural representations are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, CF/SD/SxS/SR Cards, Flash memory, Hard Drives, Solid State Drives, USB Drives and all present and future technological developments, whether produced by means of photographic, electrical, electronic, digital, laser, mechanical or other processes or devices now known or hereinafter devised. **"Recorded Content"** means any and all pictures, images, data and visual and/or aural representations that are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, time code and databases.

Furthermore, **Company** is authorized by the Customer, but not obligated, to erase **Media** at any time upon its return to Company so that all Recorded Content is stripped and removed. Customer acknowledges that Company shall have no legal obligation to erase (securely or otherwise) Customer's Recorded Content on any Media nor shall Company be obligated or expected to retain said Recorded Content for any period of time under this agreement. It is the Customer's sole responsibility and obligation to contract separately for the safeguarding and storage of their Recorded Content.

Company is not responsible for the loss of Recorded Content from any cause whatsoever, including, but not limited to technical malfunction, physical damage, or errors on the part of Company employees, agents, representatives, contractors or sub-contractors, nor any consequential loss or damage of any kind whatsoever.

COMPANY MAKES NO GUARANTY, REPRESENTATION, WARRANTY, EXPRESS OR IMPLIED, AND THERE SPECIFICALLY IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOTH THE MEDIA AND RECORDING EQUIPMENT.

The customer agrees to be solely responsible for the selection of their equipment and Media, including the reliability, durability and/or suitability of such Media and equipment for the purpose of recording or storing Recorded Content of any type.

Data recovery is not offered under this agreement, and must be contracted separately with a data recovery vendor.

In the event the Customer needs and/or wants to attempt recovery of Recorded Content from Media that has previously been rented by Company, upon Customer's request Company will return such Media to the Customer, subject to a rental charge, provided such Media is available. The Customer agrees that the Media, returned to them for data recovery, shall be considered to be "On-Rent" until the Media is returned to Company. The rental charge for the Media shall not be higher than the published rental rate of Company and shall be owed to Company regardless of whether the Customer was able to recover their data.

Any special handling instructions, practices, compliance, security protocols, protections or safeguards, not provided for herein, must be defined in writing by the Customer and agreed to by Company prior to the return of the Media for any reason other than exchange for other Media or final return of Media to Company at the conclusion of the Rental Period.

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| Client Signature | Date |
| Print Name | Title |
| Print Company Name | |

ESTA/PERG 4/13/2012

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