

Approval #

Expiration

Business Opportunity Registration Request

End Customer Information (All Fields Required)					
Company/Agency Name:					
Contact Name/Title:		Contact Phone/Ext:			
Address:					
City:	State:		ZIP Code:		
Contact Email:					
Channel Partner Information (All Fields Required)					
Company Name:					
Contact Name/Title:		Contact Phone/Ext:			
Address:					
City:	State:		ZIP Code:		
Contact Email:					
Distributor Information (All Fields Required)					
Company Name:					
Sales Rep Contact:		Rep Phone/Ext:			
Rep Email:					
Answer the following to the b	est of your knowledge				
What software will be used to manage/store the documents (vendor/software name/version)?					
In what business process / application / department will the scanner be used?					
What type of documents will be scanned?					
How many documents will be scanned per day?					

Is this a new project, an add-on to an existing project, or replacing an existing installation?

What challenges are being faced / problems to be solved / benefits sought / reasons for change?

When was the Canon scanner(s) presented to the end customer?

When was the Canon scanner(s) demonstrated to the end customer?

Was a Canon scanner evaluation / demonstration unit provided, and if so, when?

Scanner Models	Quantity	Service Packages	For HQ Only - Price Support
P-208II			
P-215II			
DR-F120			
DR-C225			
DR-C225W			
DR-C130			
DR-M140			
DR-M1060			
DR-M160II			
DR-6010C			
DR-6030C			
DR-G1100			
DR-G1130			
DR-X10C			
ScanFront 300e			
ScanFront 300eP			
ScanFront 300 CAC/PIV			
ScanFront 330			
CR-50			
CR-80			
CR-135i			
CR-190i			

imageFORMULA Business Opportunity Program Canon imageFORMULA Business Opportunity Program Terms and Conditions

The Canon imageFORMULA Business Opportunity Program (the "Program") is available to dealers authorized by Canon USA, Inc. ("Canon USA") to sell the Products (defined below) (each a "Dealer") and resellers of distributors authorized by Canon USA to sell the Products (each a "Reseller"), subject to the terms and conditions below.

TERMS AND CONDITIONS BUSINESS OPPORTUNITY

As used in these Terms and Conditions, "Business Opportunity Registration Program" means a published Canon USA, program with a start date and an end date under which Canon USA, will, subject to these Terms and Conditions, provide certain pricing support to Eligible Dealers and Eligible Resellers (each defined below) with respect to certain Canon imageFORMULA scanner products designated by Canon USA, from time to time (the "Products"). This pricing support is intended to be used in Eligible Resellers' or Dealers' proposed bids and/or sales to end-users of the Products or combinations of the Products (each "Business Opportunity").

RESELLER ELIGIBILITY REQUIREMENTS

Resellers who meet the criteria in 1-3 below are eligible to participate in a Business Opportunity Registration Program (each an "Eligible Reseller"):

1. Reseller must purchase the Products that are the subject of a Business Opportunity Registration Program from an authorized Canon USA distributor.

- 2. Reseller must sell the Products at retail to end-customers only.
- 3. Reseller must be in full compliance with any Canon USA sponsored program that Reseller is participating, or has participated, in.

DEALER ELIGIBILITY REQUIREMENTS

Dealers who meet the criteria in 1-3 below are eligible to participate in the Business Opportunity Registration Program (each an "Eligible Dealer"):

- 1. Dealer must purchase the Products that are the subject of a Business Opportunity Registration Program directly from Canon USA.
- 2. Dealer must sell the Products at retail to end-customers only.
- 3. Dealer must be in full compliance with any Canon USA, sponsored program that Dealer is participating, or has participated, in.

BUSINESS OPPORTUNITY REGISTRATION ELIGIBILITY

In order for a Business Opportunity to be considered for approval under a Business Opportunity Registration Program, such approval must be requested by an Eligible Reseller or Eligible Dealer and the Business Opportunity must meet the criteria below. The decision as to whether a Business Opportunity is eligible for approval under a Business Opportunity Registration Program will be made by designated management in Canon USA's Image Capture Solutions Division ("Management"), based on its determination, in its sole discretion, of which Dealer(s)/Reseller(s) were responsible for developing the Business Opportunity. In connection with this process, Management may elect to allow more than one (1) Dealer/Reseller to register a particular Business Opportunity.

1. The Business Opportunity must not be the subject of any other Registered Business Opportunity (defined below).

2. The Eligible Reseller or Dealer must have expended time and resources in developing the Business Opportunity including, without limitation, interacting with the end-customer prior to the request for approval of the Business Opportunity as a Registered Business Opportunity. Such interaction must include a presentation (on-site or online), or the provision of an evaluation unit of the Eligible Product, or a demonstration of the Eligible Product.

3. The Eligible Reseller or Eligible Dealer must have supplied to Canon USA complete information for the Business Opportunity Registration Request form for the Business Opportunity.

4. The end-customer in connection with the Business Opportunity must be located in the 50 United States or the District of Columbia and the Products which are the subject of that Business Opportunity must be intended for use within the 50 United States or the District of Columbia.

5. Each Business Opportunity must have an aggregate value of at least \$25,000 based on Canon USA's list price for the Products comprising the Business Opportunity.

BUSINESS OPPORTUNITY REGISTRATION PROCESS

1. Dealer or Reseller must coordinate with their Canon USA Account Executive as applicable to complete and submit a Business Opportunity Registration Form to Canon USA, (the "Form").

2. After submission of the Form, Management will evaluate the Business Opportunity and approve or deny the request. Approvals and denials will be communicated to Eligible Resellers and Eligible Dealers via email at the email address provided in the Form within three (3) business days of submission of a fully completed Form.

3. If approved:

a. The Business Opportunity will become a "Registered Business Opportunity" which will be valid for a period of ninety (90) calendar days from the date of such approval (the "Approval Period").

b. Price support to Eligible Dealers will be in the form of an instant rebate from Canon USA to the Eligible Dealer to be credited against the invoiced price of the Products sold as part of the Registered Business Opportunity. Price support to Eligible Resellers will be in the form of an instant rebate from the Eligible Reseller's authorized Canon USA distributor to be credited against the invoiced price of the Products sold as part of the Registered Business Opportunity. The amount of the rebates in connection with the Registered Business Opportunity will be determined by Canon USA based on the end-customer's revenue potential, and commitment to a specific revenue level with a specific time frame. The amount of the rebate will be communicated to such Eligible Reseller(s) or Dealer(s) via email, along with a Business Opportunity Registration Number, and also to the Distributor (if for a Reseller). The Rebate would not be afforded any other Reseller or Dealer for that Business Opportunity.

c. The Rebates may not be used in conjunction with any other special discount. Rebate programs, (such as standard instant rebates), backend rebates, trade-in rebates, or Government Education Healthcare rebates, unless the exception is specifically included in the approval email.

d. The Rebates specified in the approval email are strictly for the specified Product part numbers and quantity, for sales only to the specified end-customer, and are valid only in connection with the specific project listed on the Business Opportunity Registration form.

e. The Products sold as part of the Registered Business Opportunity must drop-ship from the Distributor to the end-customer (if for a Reseller). Requests for exception to the end-customer drop-shipment requirement must be sent to their Canon USA Account Executive, and include the reasons for the exception. Canon USA reserves the right to request the end-customer Purchase Order to validate drop-shipment.

f. The Eligible Reseller(s) or EligibleDealer(s) will keep Management informed on a monthly basis of the status of the Registered Business Opportunity.

g. For rollouts (where Products are purchase over a period of time), a schedule must be communicated by the Reseller or Dealer to Canon USA for its approval.

4. A Business Opportunity may be approved as a Registered Business Opportunity for one Eligible Reseller or Dealer, or multiple Eligible Resellers or Dealers. Approval of a Registered Business Opportunity for multiple Eligible Resellers or Dealers may occur where Management determines, in its sole and unreviewable judgment, that such Eligible Resellers or Eligible Dealers have each contributed to the development of the Business Opportunity in accordance with these Terms and Conditions.

5. If a Registered Business Opportunity is not expected to close before expiration of the Approval Period, each Eligible Reseller or Eligible Dealer holding the Registered Business Opportunity may, within fifteen (15) days prior to expiration, submit a request to Management for an extension of the Approval Period. Management will evaluate the request and approve or deny it. The request must update the original request with any new information. Approval or denial of an extension request will be communicated to each Eligible Reseller or Eligible Dealer in the same manner as approval or denial of the original request. If approved, the Approval Period will be extended for an additional period of ninety (90) days commencing on the expiration date of the original Approval Period.

GENERAL

1. Canon USA, Inc. may rescind a Registered Business Opportunity with respect to an Eligible Reseller or Eligible Dealer if it deems the Registered Business Opportunity to be inactive, or if the Eligible Reseller or Eligible Dealer is promoting and/or selling competitive products to the end-customer, or if the Eligible Reseller or Dealer has provided inaccurate and/or incomplete information on the Eligible Form or, if in Canon USA, Inc.'s sole and unreviewable judgment, the acts or omissions of the Eligible Reseller or Dealer otherwise justify such rescission in order to carry out the intent of the Program.

2. If Canon USA rescinds a Registered Business Opportunity, it reserves the right to award it to another Reseller or Dealer.

3. Canon USA reserves the right to contact end-user customers to verify eligibility.

4. Canon USA, will resolve any disputes between, or among, Resellers or Dealers concerning a Business Opportunity and/or Registered Business Opportunity in its sole and unreviewable judgment.

5. Canon USA, or its agents, will have the right, upon reasonable notice and at reasonable times, to review an Eligible Reseller's or Eligible Dealer's books, records and practices as they relate to such Eligible Reseller's or Eligible Dealer's compliance with the Program and these Terms and Conditions.

6. Canon USA, may modify or otherwise change these Terms and Conditions, or cancel this Program, at any time upon notice. Such changes will not affect any Business Opportunity Registrations in effect at the time of the change.

7. Approval of a Registered Business Opportunity does not guarantee that the Eligible Reseller or Eligible Dealer will be awarded the business by an end-customer.

8. Any violation of these Terms and Conditions may result in Canon USA's, Distributor billing back the Reseller, or Canon USA's billing back the Dealer, for the rebate, Canon USA, Inc.'s refusal to grant future Business Opportunity Registration rebates to the Reseller or Dealer, and/or disqualification of the Reseller or Dealer from participation in any Reseller or Dealer programs offered by Canon USA.