

## **Appendix A**

Consistent with Section 6.1 and 7.1 of Panavision's Standard Terms and Conditions, you agree for the avoidance of doubt that:

To the extent the Equipment you are renting is digital equipment, you acknowledge and agree that certain digital photography equipment systems, including, without limitation, systems utilizing "spinning disk" or similar technology and the data capture and storage apparatus used in connection therewith (collectively, "systems"), may be prone to technical failures during ordinary use which may affect the integrity or retrievability of your recording and related data (together, "data"). Performance of such systems and proper capture of your data can be optimized only through timely review of all of your data as it is captured by technicians experienced in the use of such systems but cannot be guaranteed and may not be uninterrupted or error free. Panavision strongly recommends that you engage such experienced technicians to protect your data, provided that you acknowledge that no advice, guidance or information provided to you by Panavision with respect to such systems, any other Equipment or otherwise shall create any representation or warranty not expressly made herein or in Panavision's Standard Terms and Conditions.

If any Equipment, including such systems, is returned to Panavision still containing any of your visual or audiovisual content or other data, you expressly acknowledge that in the ordinary course of its business Panavision will clear any and all such content or data from such systems or other Equipment immediately following the end of the rental period for such systems or other Equipment in order to maintain and prepare the systems for subsequent rentals. Panavision shall have no obligation or liability for taking, or failing to take, any action with respect to such content or data including without limitation, maintaining or safeguarding such content or its confidentiality or delivering it to you. Accordingly, you agree that you shall back up all of your data at your earliest convenience throughout the filming process and that you are solely responsible for protection and back up of your data.

Since you acknowledge that the loss that you may incur by reason of faulty Equipment or a malfunction of Equipment, including in each case, the systems, could far exceed the rental price for the Equipment and that it is not economically feasible for Panavision to assume responsibility for such loss (e.g., out of focus shots, scratched film, incorrectly exposed negative, damage to or loss of your data), you acknowledge that Panavision shall have no liability or responsibility, whether direct, indirect, consequential or otherwise, for any such loss or damage, including that Panavision shall not be liable or responsible for recreating all or any portion of any picture, original artwork or design.