

LUNCHBOX DOX

Educational and Institutional Versions

ORDER FORM

| QUANTITY | TITLE | FORMAT | DATE NEEDED | PRICE |
|----------|--|---------|-------------|-------|
| | Digital Dharma- 82 Min. Feature Film | DVD | | \$295 |
| | Digital Dharma- 52 Min. Broadcast Cut | DVD | | \$295 |
| | Digital Dharma- 82 Min. Feature Film | Blu-ray | | \$325 |
| | Digital Dharma- 52 Min. Broadcast Cut | Blu-ray | | \$325 |
| | Digital Dharma- Special Edition Set- 52 Min. & 82 Min. | DVD | | \$375 |
| | Digital Dharma- Special Edition Set- 52 Min. & 82 Min. | Blu-ray | | \$395 |
| | Digital Dharma- Preview Copy DVD 82 Min. | DVD | | \$25 |
| | Digital Dharma- Preview Copy DVD 52 Min. | DVD | | \$25 |

***PREVIEWERS**

(PAY \$25 PLUS INSURED POSTAGE)

I AM AUTHORIZED TO PREVIEW AND AM FUNDED TO PURCHASE

TOTAL

PURCHASE ORDER NUMBER OR CREDIT CARD (VISA/MASTERCARD)

SIGNATURE

SECURITYCODE

EXP

TAXEXEMPTNUMBER

FOR DIGITAL STREAMING PLEASE CALL 610.293.9990 EX. 0

For questions please call 610.293.9990 Ext. 0 or Email contact@lunchboxcity.com

SHIPPING ADDRESS - IF DIFFERENT

NAME

NAME

TITLE/DEPARTMENT

DEPARTMENT

INSTITUTION

INSTITUTION

ADDRESS

ADDRESS

CITY STATE ZIP

EMAIL

PHONE

PHONE

EMAIL

BILLING ADDRESS - IF DIFFERENT

NAME

DEPARTMENT

INSTITUTION

ADDRESS

EMAIL

PHONE

Licensing Agreement

AGREEMENT between LUNCHBOX DOX, LLC. (hereinafter "LUNCHBOX DOX") and the customer ("Customer") named on the front side of the Order Confirmation, and Invoice between LUNCHBOX DOX and Customer ("Invoice"), wherein LUNCHBOX DOX grants Customer and Customer accepts from LUNCHBOX DOX the limited license to exhibit the programs identified on the front side of the Invoice (the "Program" or "Programs") in accordance with the following terms and conditions. Customer agrees to these terms and conditions by accepting delivery of any Program whether on DVD, BLU RAY, or any other medium from LUNCHBOX DOX. Customer acknowledges that the Programs may not be utilized in any manner other than as specified herein and in no event shall the Programs be exhibited before an audience where admission is charged for the viewing of the Programs, without prior written consent from LUNCHBOX DOX. With the exception of public libraries lending programs to their authorized cardholders, and schools lending programs to students and their families, CUSTOMER SHALL NOT SUBLICENSE, SUBLEASE, RENT, SELL OR OTHERWISE PART WITH THE POSSESSION OF THE PROGRAMS secured by Customer hereunder to any third parties. Nor may any fundraising use of the Programs be made without previous authorization from LUNCHBOX DOX. Nothing herein shall derogate from any rights of LUNCHBOX DOX or any other copyright proprietor(s) of the Programs under the United States Copyright Law.

1. **RIGHTS** For the Program price identified on the front side of the Invoice, Customer has the right to exhibit the Programs to a limited number of viewers where all viewers, projector, or monitor(s) and playback unit are in the same room ("in-room use"). Such exhibition shall be in accordance with the Arrangement indicated on the front side of the Invoice and during the period applicable thereto. CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM OR FORMAT, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTI-RECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by LUNCHBOX DOX in writing.

2. ARRANGEMENTS

a. **Purchase.** "Purchase" shall mean the release of the Programs by LUNCHBOX DOX to Customer for use during the life of the exact DVD, BLURAY, or other medium delivered by LUNCHBOX DOX to Customer.

b. **Site License.** "Site License" shall mean the release of the Programs by LUNCHBOX DOX to Customer for use in a single school during the life of the exact DVD, BLU RAY, or other medium delivered by LUNCHBOX DOX to Customer.

c. **Home Use Sale.** "Home Use Sale" shall mean the release of the Programs to Customer for Customer's personal use or with friends or family only. NO PUBLIC PERFORMANCE OF THE PROGRAMS IS PERMITTED, except that permitted under the "face-to-face" exemption (Section 110 (1)) of the U.S. Copyright Law. A public performance is any performance which occurs outside of the home, or at any place where people are gathered who are not family members, such as in a school, library, business or group meeting.

3. **PAYMENTS** Customer shall pay to LUNCHBOX DOX at the address noted below the following sums in the manner and at the times specified, time being of the essence for all such payments.

a. The price for the Programs as set forth on the front of the Invoice, and

b. Any and all taxes, fees, or other like charges billed against LUNCHBOX DOX and imposed, levied, or assessed upon the delivery, possession, exhibition, or any use of the Program, upon the grant or exercise of any rights hereunder, or upon the sum payable by Customer to LUNCHBOX DOX pursuant hereto, if any, and

c. All other charges specified on the front of the Invoice, including but not limited to late charges, charges for damage to DVDs, BLU RAYS, or other media, cancellation fees, and rush order service charges.

4. **TERM OF AGREEMENT** The term of this Agreement with regard to each of the Programs shall commence as of the date each Program is delivered to Customer and shall continue for the applicable Arrangement period pursuant to Paragraph 2 above.

5. **DELIVERY** LUNCHBOX DOX will use reasonable efforts to mail or ship the Programs to Customer in the time normally required for the Programs to reach Customer by the "Play Date," as confirmed by LUNCHBOX DOX. The Program shall be deemed in satisfactory condition for exhibition unless Customer immediately after inspection thereof notifies LUNCHBOX DOX to the contrary specifying the nature of the defect. LUNCHBOX DOX shall not be in breach of the Agreement for failure to deliver any of the Programs by the "Play Date" and shall not be liable for incidental or consequential damages.

6. **ALTERATIONS** Customer shall exhibit each Program in its entirety only. Customer shall not cut or alter the Programs or otherwise tamper therewith and in no event shall the Programs be exhibited without the complete copyright notices and/or credits contained therein.

7. **WARRANTIES OR REMEDIES** LUNCHBOX DOX warrants that each Program shall be free from defects in material and workmanship at the time of delivery. In the event of LUNCHBOX DOX's breach of such warranty, or Customer's dissatisfaction with program content, Customer's exclusive remedies shall be that LUNCHBOX DOX will replace the defective or unwanted Program(s), or exchange the defective or unwanted Program(s) for different Programs that are equal in purchase price, provided Customer returns said defective or unwanted Program(s) to LUNCHBOX DOX. NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL APPLY TO ANY PROGRAM HEREUNDER. LUNCHBOX DOX shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall LUNCHBOX DOX be liable for any consequential damages. The terms and conditions of this Agreement shall apply to any replacement Program(s) furnished.

8. **RESERVATION OF RIGHTS** Legal title to the Programs shall at all times remain in LUNCHBOX DOX and all rights therein are reserved to LUNCHBOX DOX. The term "purchase" as used herein means only the right and license for Customer to use

and reuse the Programs without limitation as to the number of uses or reuses, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.

9. **DEFAULT** If Customer defaults hereunder:

(a) LUNCHBOX DOX, in addition to other remedies, may repossess any Program previously delivered hereunder; and/or

(b) LUNCHBOX DOX may refuse to take any further orders from Customer and may refuse to make further shipment of Programs to Customer; and/or

(c) Customer agrees to pay LUNCHBOX DOX's costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.

10. **INTERPRETATION** This Agreement sets forth the entire and complete agreement and understanding between the parties. This Agreement is made in Pennsylvania and shall be construed and enforced in accordance with the laws of Pennsylvania. A waiver by LUNCHBOX DOX of any breach or default by Customer shall not be construed as a waiver of any other breach or default by such Customer.

11. **PUBLIC PERFORMANCE RIGHTS (PPR)** allow screenings of DVDs for educational purposes. PPR permit screenings in a classroom or library, or for a group outside the home when no admission is charged. PPR are included with DVDs purchased from this site and through the official film sites of the titles we represent only. DVDs purchased from home video retailers or through anyone other than this web site do NOT carry Public Performance Rights, and screening those DVDs for an audience is illegal. DVDs from those locations may be screened for private home-only use, unless Public Performance Rights are purchased separately or an open showing is arranged.

12. **INSTITUTIONAL COPY** If you are inquiring on behalf of a school, university, library, gallery, or any community center and are not charging admission, you must purchase an Institutional copy or purchase Public Performance Rights. If you plan to charge admission to the screening, you do not qualify for an Institutional copy. If you are not charging admission, but you plan to use the screening as a fundraiser, you do not qualify either. In these cases, please contact us at contact@digitaldharma.com to book a theatrical or non-theatrical screening of DIGITAL DHARMA: ONE MAN'S MISSION TO SAVE A CULTURE.

13. **INSTITUTIONAL PRICING** is set by the rights holder. An Institutional copy of either the 52-minute or 82-minute DIGITAL DHARMA: ONE MAN'S MISSION TO SAVE A CULTURE costs \$295.00, not including shipping and handling. Public Performance Rights are good for the life of the media, so by purchasing the PPR once your organization can have unlimited screenings of the film as long as no admission is charged. All DVDs are sent through the United States Postal Service.

By ordering an Institutional DVD from this site, you are agreeing to the following: I hereby certify that I will screen this film in the manner specified above. I will not reproduce in any manner, broadcast, or televise the film. I will be responsible for any damages incurred to the DVD. If a DVD is received in damaged or unsatisfactory condition, it may be exchanged for a new copy of the same film within 14 days of receipt. Public Performance Rights are good for the life of the media.