

Micro-Documentaries LLC  
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United States  
Phone: 415-295-4707

# ESTIMATE



Mozilla  
Dia Bondi  
331 E. Evelyn Avenue  
Mountain View, CA 94041

<b>Estimate #:</b>	894
<b>Date:</b>	June 24, 2014
<b>Estimate Total:</b>	\$59,800.00

**To view your estimate online »** Go to: <https://microdocumentariesllc.freshbooks.com/view/34YaGmJHMc5YLK9C>

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
02bf		7,000.00	4	28,000.00
Discounted CSR First-time Series	minimum four 1-2 minute micro-documentaries (standard price: \$7,500)			
ITF - International Production Fee	International Production Fee	850.00	4	3,400.00
RUFE -	Rush filming & editing 30% of each corresponding micro-documentary	2,100.00	4	8,400.00
T&E Retainer	Travel & Expense Retainer	20,000.00	1	20,000.00
CAF- Contract Administration Fee	Admin fee for setting up and maintaining production contract.	1,500.00	1	1,500.00
CAFD1 - Contract Admin Fee Discount 100%	Contract Admin Fee Discount for Using MDL Standard Form of Agreement. *Use of MDL standard agreement form = 100% discount, modified MDL contract = 50% discount; use of client form of contract = No discount.	-1,500.00	1	-1,500.00
NOTES: Business Development Director: Susan Nelson				

	<b>Subtotal:</b>	<b>59,800.00</b>
	<b>Estimate Total:</b>	<b>\$59,800.00</b>

**This Statement of Work will expire 30 days after the Date of Issue, if not accepted before then.**

**Payment terms: Special 75% -net /15 days & 25%- net /45 days from SOW acceptance date.**

**Please review the Statement of Work Terms at the following link which provides reference pricing for optional and/or additional services.**

<http://www.micro-documentaries.com/sow2.html>

**This SOW is governed by Micro-Documentaries' Terms & Conditions (eff. as of December 28, 2013):**

**MICRO-DOCUMENTARIES LLC  
STANDARD SERIES GENERAL TERMS AND CONDITIONS updated 12-28-13**

**1. Acceptance & Payment.** By clicking “accept” in the statement of work (“SOW”) for Micro-Documentaries LLC (“MDL”) videos (each a “Video”), you hereby agree to purchase the Videos and/or related services on the terms and conditions specified in the SOW and to be bound by these General Terms and Conditions (together, the “Ts&Cs” or this “Agreement”). This Agreement shall commence on the date of acceptance (“Effective Date”). In addition, in the event your order requires payment (i.e., orders other than free offers); you agree to the fees, expense reimbursement, and payment terms set forth in the SOW. Unless otherwise specified in the SOW travel retainers and/or estimated travel cost invoices are based upon estimates. Travel expenses incurred over those estimates will be billed to the client. Any balance left on retainer, or overpaid as a travel estimate, may be applied to subsequent services.

**2. Scheduling, Video Production Expiration & Forfeiture.** MDL will attempt to contact you over the course of the Video production, or each Video production in a purchased series, to schedule the Strategic Session or other kick-off session, to prepare the necessary pre-production paperwork, to schedule the filming, to collect necessary “Materials” (defined below) and to film.

Unless otherwise stated in the SOW, the Strategic Session, or other kick-off session, as needed for each Video, or multiple Videos purchased in a series, must occur no later than the 15th day from the Effective Date. Unless otherwise indicated in the SOW, each Video production is to be filmed within eight weeks of the Effective Date. Your timely responsiveness is required to enable the filming of each Video production within eight weeks of the Effective Date without incurring “Rush Fees” (described below).

Unless otherwise stated in the SOW, all applicable invoices (if not paid in advance) must be paid prior to scheduling the filming. Delay of payment will not extend the eight week filming window. Unless otherwise stated in the SOW, Video productions that are not filmed within eight weeks of Effective Date will be deemed forfeited and cancelled. Cancellation fees, which may be the entire amount paid for the Video, will apply to all forfeited Video productions. Cancellation and refund credits will be applied in accordance with the “Cancellations and Refund Credits” terms (described below). Unpaid invoices and all outstanding balances for a forfeited Video are immediately due and payable to MDL. Partial and/or extended payment terms may be provided for in the SOW, however and unless otherwise stated in the SOW, all payments are due before final delivery. Unless otherwise provided for in the SOW, or at the sole discretion of MDL, final delivery will not be made of any Video for which there is an invoice owing or balance due.

You may request up to four weeks of extension for each Video production, if requested in writing within the first eight (8) weeks of the Effective Date. Only one extension request will be granted per Video production. Any additional extension(s) may be granted, at MDL’s sole discretion, but only if a material delay in production is caused by MDL. Video production(s) that have been granted an extension and are not filmed within 12 weeks of the date of this Agreement will be forfeited.

Filming occurs rain or shine. If a filming session is cancelled/rescheduled, a fee in accordance with the additional services pricing in the SOW will be charged.

**3. Rush Fees.** Assuming team availability, a rush fee, in accordance with additional services pricing in the SOW, will be added for any Video that requires either (a) “rush filming” (i.e., less than seven business days from the Strategic Session or the date the persons(s) being featured are identified), or (b) “rush editing” (i.e., within 2-8 weeks following filming for final delivery). A combined rush fee will be added for any Video that requires both rush filming and rush editing. If the final delivery is required less than four weeks following filming, only one round of edit requests (further described in the Section entitled “Preview of Video and Edits” below) may be accommodated. Delivery of the Video in the requested accelerated timeframe is also contingent upon your accelerated or timely submission of edit request(s) to allow MDL sufficient time to make the requested edits. If final delivery is required one week or less following filming, custom rush pricing fee will be arranged with the Account Executive. A diagram of Video production timeline and applicable rush fees can be found here <http://www.micro-documentaries.com/rush.html>.

**4. Location and Appearance Releases.** You hereby agree to cooperate with MDL to help secure filming location and participant appearance waivers and releases for the filming of the Video content, as applicable.

**5. Ownership and License Grant.** If you are to receive a file or link of the Video (as specified on the order page, SOW or invoice), then, subject to your compliance with this Agreement (including all payment terms) you are hereby

granted an irrevocable, non-exclusive, worldwide, license to copy, distribute, transmit and stream the Video as provided by MDL. Notwithstanding any of the foregoing, you agree not to distribute, transmit, stream or otherwise display the Video on any website that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous or displays pornographic or sexually explicit material of any kind. To the extent that the Music in the Video includes music owned by MDL or licensed by MDL from a third party licensor, you may not sell or broadcast the Video without obtaining an additional license directly from MDL. All rights, title and interest, including all copyrights, intellectual and other proprietary rights, in and to each Video as well as all raw footage shot by MDL, including, without limitation, tapes, out-takes, "b-roll", interviews, location shots and clips ("Raw Footage"), shall be the property of MDL. MDL shall not use the Raw Footage containing any recognizable people for any purposes other than for future Videos commissioned by you without your approval. Additionally and without limiting any of the foregoing, MDL or MDL's third party licensors retain all ownership rights, including copyright, to any music included in any Video by MDL, including without limitation any original musical compositions created by MDL or any music licensed by MDL from a third-party, and all related rights of every kind to such music, including without limitations the rights to the musical composition, sound recording, arrangement, reproduction, transmission, broadcast, dissemination by any manner, performance and moral rights (all such rights together, "Music"). Without limiting the foregoing, you acknowledge that MDL at its discretion may distribute the Video, on your behalf, or on behalf of MDL, on third-party websites which are now, or later become, available ("Third-Party Websites") in any and all media now known or hereafter developed. You understand that the distribution of the Video through Third-Party Websites may require that the Video be loaded to third-party servers over which MDL maintains no control and that once the Video has been loaded to third-party servers that content may continue to be streamed and distributed at the third-party's discretion. MDL will have no, and hereby disclaims any, liability from any use of the Video by any such third-party.

6. Your Materials. In certain instances, you may be able to submit content (e.g., photos, logos, graphics, or music) ("Materials"), to be included in the Video. You hereby represent and warrant that (a) you have all necessary authority, rights and permissions to submit the Materials and grant the licenses described in this Section and (b) the Materials and the use of the Materials in the Video will not infringe or misappropriate any copyright, trademark, patent or other intellectual property right of any third party or violate any other rights of a third party, including, without limitation, any rights of privacy or publicity or any contractual rights. You hereby grant to MDL a perpetual, irrevocable, royalty-free, non-exclusive, fully transferable and sub-licensable right and license to access, store, copy, modify, display, distribute, perform, create derivative works from, and otherwise use and exploit all such Materials in connection with your Video in any form, media, software or technology of any kind now existing or developed in the future and the right to sublicense the foregoing rights. You further grant to MDL a royalty-free right and license to use your name, image and likeness in advertising and in connection with the licensed rights for the Materials. MDL shall have no obligation to return the Materials to you following production of your Video.

7. Preview of Video and Edits. Once each Video is ready to preview, MDL will deliver your project to you by e-mailing you a link to the Video ("Deliverables"). By Completing the feedback form ("Feedback Form"), which you will receive from MDL, you will have the ability to request two rounds of edits to each Video, provided however, that change requests shall not include requests to shoot additional footage, nor to depart from the document generated and circulated prior to the filming ("Pre-Production Sheet"). You will have up to 10 business days to submit edit requests after receiving the first version of each Video, and another 10 business days to submit edit requests to a revised version based on your first edit requests, if any. If you do not make any edit requests within 10 business days of receiving the Video, or within an additional 10 business days of receiving the revised version of each Video, the Video will be deemed complete and final. If you do make edit requests through the Feedback Form, MDL will use commercially reasonable efforts to make such edits and will send you the revised Video within 10 business days of receiving any such timely submitted edit requests. After you have submitted edit requests the first and/or second versions of each Video, no additional change requests will be accepted. For additional costs, MDL may be available to accept change orders after the project is complete and final. The rush fees described in these Ts&Cs apply to Videos that require expedited processing, and depending upon the type of rush services requested, the number of edit revision requests may be limited to one. Additionally, the number of days to request edit revisions may be reasonable reduced to accommodate the requested rush delivery timeframe. A diagram of Video production timeline and applicable rush fees can be found here: <http://www.micro-documentaries.com/rush.html>.

8. Cancellations and Refund Credits. If your order is cancelled or you cancel your order in writing before the Strategic Session or other kick-off session, you will forfeit 25% of the project fee and the remaining amount may be used for credit towards another Video project, which must begin within 60 days from cancellation. If your order is cancelled or you cancel your order in writing after the applicable Strategic Session or other kick-off session, but before the actual filming, you will forfeit one-half of the project fee and the remaining amount may be used for credit

towards another Video project, which must begin within 60 days from cancellation. If you cancel your order following the filming of your Video, you will forfeit the entire payment amount(s), if applicable, and you will not be entitled to a refund of any amount. You are only permitted to cancel a project once. If the order is cancelled a second time, you will forfeit the entire payment amount(s), if applicable, and you will not be entitled to a refund or credit of any amount. At its sole discretion, MDL may allow you to pay a reactivation fee to reinstate your Video project if the Video project is reactivated within 60 days of cancellation.

**9. Warranties.** MDL represents and warrants that, subject to your obligations to obtain the necessary releases, the Videos created by MDL under this Agreement, will not infringe the copyright, trademark or patent of any third party; provided that MDL makes no representation or warranty of non-infringement with regards to any mark, copyright, logo or other element of your business or any Materials provided by you to be included in the Video. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, MDL DOES NOT MAKE AND MDL DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE VIDEOS, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**10. Indemnification.** You shall indemnify, defend and hold harmless MDL, and MDL's affiliates, officers, directors, employees and agents, from and against all third party claims, suits, proceedings, liabilities and costs (including reasonable attorneys' fees) to the extent arising from or based upon (a) your gross negligence or willful misconduct; (b) your breach of the Section above entitled "Your Materials"; (c) a claim that any mark, copyright, logo or other element of your business or any Materials provided by you to be included in the Video violates the trademark, copyright or other rights of any third party; (d) your use of the Video that is in breach of this Agreement, provided that such claim is not a result of MDL's breach of warranty; (e) any edit, change or other alteration made to the Video as delivered by MDL; (f) any claim that a Video contains false or misleading statements, or (g) a claim that the Video or any part thereof violates any relevant advertising rules or regulations. MDL shall indemnify, defend and hold you harmless from and against all third party claims, suits, proceedings, liabilities and costs (including reasonable attorneys' fees) to the extent arising from or based upon: (x) MDL's gross negligence or willful misconduct; or (y) MDL's breach of warranty.


**11. Limitation of Liability.** IN NO EVENT SHALL MDL OR ITS AFFILIATES OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE. ADDITIONALLY, IN NO EVENT SHALL MDL'S AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE ACTUAL AMOUNTS PAID UNDER THIS AGREEMENT.

**12. Miscellaneous.** (a) Modification. No alterations to, or variations of, the Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors or assigns. (b) Governing Law; Arbitration. This Agreement shall be construed and governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (c) Survivability. Subject to the express agreement of the parties in this Agreement, the applicable Sections of this Agreement shall survive any termination of this Agreement. (d) Independent Contractor. Each party is an independent contractor and not an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. (e) Assignment. Neither party shall (or shall attempt to) directly or indirectly (including by operation of law) transfer, assign or delegate any right or obligation hereunder, provided that either party may assign this Agreement without consent, but with prior notice, to a person with whom such party has merged or to whom such party has sold all or substantially all of its assets. Any attempt to assign or transfer this Agreement in violation of this sub-section (e) will be null and of no effect. (f) Force Majeure. Neither party shall be liable or deemed in default for any delay or failure in performance of this Agreement (except for any payment obligations) resulting from any cause completely, solely and exclusively beyond the control of that party, but only for so long as, its performance is prevented by any acts or events beyond that Party's reasonable control. (g) Final Agreement. This Agreement contains the final and complete contract of the parties hereto and such Agreement supersedes all prior oral or written promises, undertakings, understandings or negotiations concerning the subject matter of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, you and MDL and our respective successors and assigns. (h) Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or when received if mailed, by courier, overnight delivery

services or certified or registered mail, postage pre-paid, to the parties at the address set forth in the above SOW.

Courtesy notices sent via email are not sufficient for purposes of formal notice. (i) Severability. This Agreement shall be deemed severable, and if any portion hereof shall be held invalid for any reason, the remainder shall not hereby be invalidated, but shall remain in full force and effect. (j) Conflict. In the case of a conflict between these Ts&Cs and the SOW, the SOW shall control, but only concerning the particular conflicting item. Otherwise, these Ts&Cs shall control.

Please download a copy of the Terms and Conditions for your records.

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