

EXPEDITION REEF PERFORMANCE LICENSE AGREEMENT

THIS PERFORMANCE LICENSE AGREEMENT (this "Agreement") is entered into on this 24th day of **March, 2020** (the "Effective Date"), made by and between the **California Academy of Sciences**, a California 501(c)(3) non-profit public benefit corporation whose principal place of business is 55 Music Concourse Drive, San Francisco, CA 94118 (the "Academy" "LICENSOR" or "We" or "Our"), and **Observatory and planetarium Prague (Planetárium Praha)**, whose principal place of business is Královská obora 233, 170 00 Praha 7, Czechia ("LICENSEE" or "You" or "Your").

WHEREAS the Academy holds all rights to the audio, visual, and textual materials embodied in the planetarium show entitled **Expedition Reef (English-language version and Czech-language version)** (collectively, the "Show"); and

WHEREAS Licensee wishes to license the right to use the Show as described below,

NOW THEREFORE, the parties agree to the following terms and conditions:

1. IN-HOUSE PERFORMANCE RIGHTS. We grant to You the limited and non-exclusive rights to publicly perform **Expedition Reef** for three (3) years commencing August 1, 2020, at Your planetarium (the "Venue"), and to copy and distribute the Show's marketing materials, solely in support of Your public performance of the Show at the Venue. Admission may be charged for the performances of the Show. The rights granted herein include Licensee's right to create and publicly display a Czech-language version of the Show (the "Translation").

1.1 Licensee shall represent and warrant that any such Translation shall not infringe the rights of any third party to any extent or in any manner and Licensee shall indemnify the Academy, its trustees, officers, employees and agents from and against any damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to any claim by a third party that the Translation infringes upon any proprietary right of any third party. Licensee's obligation to indemnify does not apply if such claim is based upon the underlying Licensed Property, separate from the Czech translation of the Show. All Translations shall be deemed to be derivative works of the Show owned and provided by Academy and all ownership of and rights thereto shall vest in Academy. Licensee shall assign to Academy, and shall have all its employees, and contractors, or sublicensees who work on any such Translation assign to Academy, at the time of creation, all right, title and interest in and to any such Translation. Licensee shall provide a complete copy of the Translation to Academy.

1.2 The Academy agrees that Licensee may identify the translator of the Czech-language version of the Show in the form of the Czech translation of "Czech Narration by...", and which the Academy will include in its use of the Translation.

2. PERFORMANCE CONDITIONS. You agree that the Show must always be presented in its entirety. No visuals may be edited, added or deleted in any way. Other than the Translation granted herein, no audio material may be edited from the soundtrack, and You further agree not to (a) decompile, disassemble or otherwise reverse-engineer the Show, (b) modify or create derivative works of the Show, (c) remove any credits or copyright or other proprietary designations for the Show, or (d) otherwise alter the Show without the prior written consent of Academy.

3. SYNCHRONIZATION RIGHTS. You shall have the right to synchronize display of the Show's script text using captioning or other text-display devices.

4. DELIVERABLES & WARRANTY.

4.1 We shall provide You with all materials required to play and exhibit the Show and any other associated materials. The materials shall be suitable for playing on a full dome video system.

4.2 We warrant that the supplied materials shall be complete, in good order and ready for installation.

5. **INSTALLATION & PRESENTATION.** You shall be responsible for installation and on-going presentation of the Show in the Venue. We shall not be responsible for any difficulties in the presentation of either Show due to the failure of Your exhibition equipment.

6. **COPIES.** We grant You permission to copy the delivered material ("Production Copy") as necessary for exhibiting the Show, as an effective planetarium show presentation at the Venue. Beyond this Production Copy, no portion of the Show -- visuals, script text or soundtrack -- may be reproduced, stored in a data retrieval system, or transmitted by any means, whether electronic, mechanical, photocopying, or otherwise, without first obtaining our written approval.

7. **COPYRIGHT.** You agree and acknowledge that all rights in the Show and in the Translation are held by Academy, that the copyright laws of the United States govern the making of reproductions, distribution and public performance of copyrighted material without permission, and that certain international copyright laws also apply. Your use, copying, and performance of the Show is solely pursuant to the limited licenses and permissions granted herein. You and your employees agree to abide by all applicable copyright laws, and to not reproduce, recreate, duplicate, distribute, perform, make derivative works of or otherwise infringe upon the copyright in the Show and its associated materials, nor allow any other party to do the same.

8. **REPRESENTATIONS, INDEMNIFICATION.** We represent and warrant that we have the right to grant the public performance rights in the Show granted herein. We agree to indemnify and hold you harmless for any claims, damages or liability of any kind arising out of the failure to obtain such rights (other than in the Czech translation of the Show).

9. **OTHER VENUES AND MEDIA.** You agree that no portion of the Show will be used in any other planetarium program, or transferred to another medium, such as photographic, slide, magnetic tape, digital media formats, radio or television broadcast, cable or Internet, without obtaining our prior written approval, which may be withheld in our sole discretion.

10. **NON-TRANSFER.** You agree that neither this License nor use of any or all parts of the materials provided in the Show shall be granted, assigned or permitted to any of your officers, employees, agents or assignees, or to other individuals or organizations, without our written approval, which may be withheld in our sole discretion.

11. **PUBLICITY.** In all advertising, posters, press releases, etc. which you create for the Show, the credit phrase "*Expedition Reef is a production of the California Academy of Sciences and presented by the Prague Planetarium*" must be included. You agree not to imply or state that the Show was created, produced or distributed by any person, organization or party other than Us. Phrases such as "Prague Planetarium presents..." are acceptable in billing the programs. Biographical material (if provided) about the people involved in the production of the Show may be used in your publicity releases.

12. LICENSEE'S OBLIGATIONS.

12.1 You agree to provide attendance reports for the Show in written form (e-mail, fax, etc.) to us on a half-yearly basis during the Show's use.

12.2 You agree that all expenses incurred or related to the licensed installation, promotion and presentation of the Show shall be your sole responsibility.

12.3 We will provide playback files to you for purposes of preparing files for Your presentation of the Show in Your Venue. Other than creating a backup copy of the playback files, You may not create or retain copies of any of the media provided by Us.

13. **TERMINATION.** This Agreement may be terminated upon the occurrence of a breach of any material terms of the Agreement, provided that the party claiming a breach has provided written notice to the other party and offered such party thirty (30) days from the date notice is given to cure such breach. If the breach is not cured, the Agreement shall terminate effective sixty (60) days following the date of notice. Upon termination, You shall immediately return all materials provided by Us to Us at your expense.

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14. **TERM.** Notwithstanding the Effective Date of this Agreement, the License granted herein for *Expedition Reef* commences ~~June 1, 2020~~, solely for Your public performance of the Show for three (3) years, and ends at midnight ~~May 31, 2023~~, unless otherwise terminated pursuant to Paragraph 13 above.

15. **LICENSE FEES.** A one-time licensing fee of TWENTY SEVEN THOUSAND DOLLARS (\$27,000.00 US) shall be paid within thirty (30) days after Your receipt of the Academy's invoice the presentable materials.

16. **BREACH.** Use of the Show for any purpose outside the scope of the License granted herein, without first obtaining our permission shall be a material breach of this Agreement. In such event, or if You fall in any of Your obligations, this Agreement and the License granted herein shall automatically terminate, and You shall promptly return all supplied files and materials of the Show to us at the above-indicated address, or electronically as arranged between the parties. If the termination is due to a material breach or an unauthorized advertisement, broadcast, production or reproduction of the Show, We shall be entitled to all available remedies under United States law for such unauthorized use.

17. **RECIPROCAL INDEMNIFICATION.** We and You each agree to accept full and exclusive responsibility for Our own acts and those of Our respective employees, agents and subordinates, and to indemnify, hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage or injury of any kind, including attorney's fees and court costs incurred arising from our Respective acts and omissions.

18. **AMENDMENTS.** This Agreement may be amended only in a written document signed by both parties.

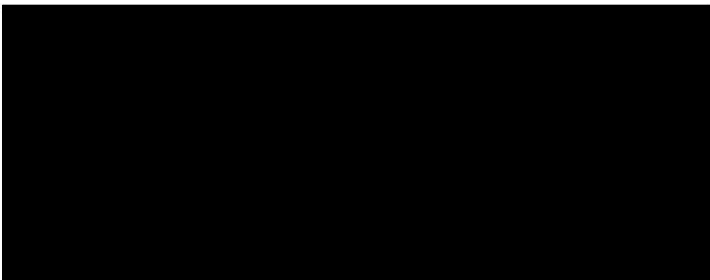
19. **JURISDICTION.** The interpretation and performance of this Agreement shall be governed by the laws of the State of California, USA.

20. **VALIDITY.** If any provision or portion of this Agreement or its application to any circumstance shall be found to be invalid or unenforceable, the remainder of this Agreement and its application to other circumstances shall nevertheless be valid. In place of such invalid and unenforceable provision, another provision as similar in terms to such invalid or unenforceable provision as may be possible, legal, valid and enforceable shall be added automatically.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the later of the execution dates shown below.

LICENSOR

CALIFORNIA ACADEMY OF SCIENCES



LICENSEE

OBSERVATORY AND PLANETARIUM PRAGUE

