

LICENSE AGREEMENT

This agreement is between **Fulldome Studio DN** located at Berlin, Ulrikenstr. 36, 13581, Germany, VAT DE308605120, represented by CEO Iryna Filipova (later referred as the "Producer"), and **Brno Observatory and Planetarium** located Brno, Kravi hora 522/2, 616 00, Czech Republic, VAT CZ00101443 represented by Jiri Dusek (later referred as the *Licensee*)

In consideration of the mutual promises this Agreement contains, and other valuable and sufficient consideration the Producer and Licensee agree as follows:

1. Grant of License

1.1. Nature of Materials. The materials that are the subject of this Agreement consist of the planetarium fulldome show called *Dancing Among the Stars* (later referred as *Show*), approximate length 25 min.

1.2. Grant of Producer. Producer grants to Licensee access to use the Licensed Materials for the following place:

- Name of Institution: Brno Observatory and Planetarium

1.3. Ownership. The Licensee acknowledges that he doesn't become the owner of Licensed Materials or the copyright, related to the Licensed Materials.

2. Licensee's Obligations

Licensee agrees to the following use and play restrictions on the Licensed Materials:

2.1. The Licensee has the right to exhibit the Show as often as he wants during contract period, according to the terms and conditions of the present Agreement.

2.2. The Licensee has the right to establish an entrance fee for the Show.

2.3. All expenses regarding the installation, promotion and exhibition of the Show fall within the Licensee's responsibility.

2.4. Unauthorized Use. Except as specifically provided elsewhere in this Agreement, Licensee shall not knowingly or intentionally permit anyone to use the Licensed Materials.

2.5. Dome master will be provided by Producer in order to prepare the presentation of the Show. The Licensee has the right to make the translation of the Show into Czech language and a new sound recording at their own expense.

2.6. Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes. This restriction expressly prohibits the Licensee from selling the Licensed Materials or reproducing or distributing in bulk Licensed Materials in any form.

2.7. Non transfer. The Licensee may not transfer the License or parts of the materials provided to anyone else. Also, the Materials can not be loaned or sub-licensed.

3. Producer's Obligations

3.1. The Producer will make the Licensed Materials in English language availability to the Licensee after paying invoice.

3.2. Materials. The Producer must provide all the Materials that are necessary for the normal and good exhibition of the Show. The Materials must be suitable for playing on a full dome video system.

3.3. Warranty. The Producer must provide the Materials in good condition in order to be suitable for their destination.

4. Term of the License Agreement

4.1. Agreement Term. This Agreement is valid 50 years.

4.2. Early Termination. If either party believes that, the other has materially breached any obligations under this Agreement, such party shall notify the other party of the alleged breach in writing. The breaching party shall have 1 month from the receipt of the notice to cure the alleged breach and to notify the non-breaching party in writing that the cure has been effected. If the breach is not cured within 2 month, the non-breaching party shall have the right to terminate the Agreement without further notice.

5. Warranties

The Producer warrants the following:

5.1. The Producer has all necessary legal rights, permissions to license the Show to the Licensee for the purposes outlined in this Agreement. The Producer is owner of the Show. The use the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

5.2. The Producer warrants that the distribution of the Show will not infringe any copyright or trademark belonging to any entity, company, corporation or person, nor defame or libel any entity, company, corporation or person.

5.3. The Producer warrants that it has paid or will pay when due any clearance fees or residuals or other payments due to performers, musicians and other persons employed in the production of the Show.

5.4. Upon delivery the materials provided will work properly for projection and exhibition.

6. Materials to be supplied

The Producer will supply:

6.1. Full dome content of the Show delivered as dome master 4K resolution error free on external hard drive. The Licensee will keep the hard drive as a back-up copy. Or Show may be delivered via FTP-server with the same parameters.

6.2. Complete soundtracks with narration in English, delivered as 5:1 format, 48k 16 bit mono wav files and stereo soundtrack encoded as 48k 16 bit stereo wav files.

6.3. Poster of the Show in psd file.

6.4. Fulldome trailer of the Show.

6.5. Script of the Show in English.

7. Price of the Show

7.1. According of both parties agreement the price of the Show is 5000 euro.

8. Payment schedule

8.1. Term of the payment to Producer is two week after signing this Agreement.

9. Miscellaneous Provisions

a. Confidentiality. The Producer and Licensee agree to keep confidential and not to disclose, directly or indirectly, any information regarding the Agreement.

b. Dispute Resolution. In the event a dispute or controversy arises out of this Agreement, or is related to it, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. If the Producer and Licensee cannot resolve their dispute after reasonable effort and a reasonable period of time, the Parties agree to resolve the dispute on the legal way.

c. Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by the two Parties.

d. Partial invalidity. If one or more clauses of the contract are held to be invalid or considered invalid as a result of the application of a law, a regulation, or as a result of a definitive court decision, the other clauses of the contract will still be compulsory. If the invalid clauses are considered to be essential for the contract their invalidity will lead to the termination of the contract. In this case, Parties agree to renegotiate the contract in good faith in order to replace the invalid clauses and to give a valid form to the contract.

e. Force Majeure. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, such as wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

f. No Rights in Third Parties. This Agreement is made for the benefit of the Parties, and not for the benefit of any third party unless otherwise agreed to by the Parties.

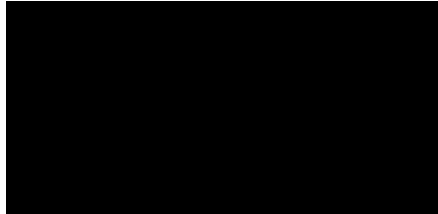
g. Language. All documentation, instructions and other materials to be provided by both of the Parties under this Agreement shall be made in English language.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the receipt and sufficiency of which is hereby acknowledged, and in witness whereof, the Parties have caused this Agreement to be signed by their duly authorized representatives and it shall become effective on the last date listed below.

Date : 16 February 2023

PRODUCER: **Fulldome Studio DN**

Iryna Filipova
CEO



LICENSEE :

