

Brno Observatory and Planetarium
Kravi hora 1
616 00 Brno
Czech Republic
VAT CZ00101443

Mirage3D
Lekstraat156 The Hague
The Netherlands
VAT NL851484384B01

Mirage3D Show License Gateshare Agreement

The following is a gate-share licensing agreement between **Brno Observatory and Planetarium** ("Licensee") and **Mirage3D** ("Owner") with regard to the fulldome video production entitled "**Dinosaurs at Dusk: the origins of flight**" ("Video"), according to the terms and conditions set out herein.

1. **LICENSE OF VIDEO** – the Owner hereby licenses the video to the Licensee on a non-exclusive basis for a term commencing **1st of December, 2016** and continuing thereafter for a period of one (1) year ("Term") only for use at **Brno Observatory and Planetarium** ("Licensee") and for no other purpose whatsoever.
2. **FREQUENCY** – the Video shall be performed at the Venue on an 'as required' basis.
3. **TICKET PRICE** – the Licensee has determined that the ticket prices will be:
 - adults CZK 125
 - kids/students (under 26) CZK 100
 - seniors (over 65) CZK 100
 - school groups CZK 80

Free Members
1 Teacher per school group

Other prices may apply upon agreement.
4. **COMPENSATION** – the Licensee shall pay the Owner the amount equal to twenty-five percent (25%) of the Video ticket sales. For the Free Members described above, the Licensee does not need to pay to the Owner.
5. **PAYMENT SCHEDULE** - the Licensee shall pay the Owner on a quarterly basis by electronic wire transfer to the Owner's designated bank account. The Licensee shall inform the owner of the ticket sales in the past quarter and will be invoiced by the owner. Payment will therefore be made in the following months: January, April, July, October
The Gate-share results should be reported **within 7 days** after a quarter is over to Akemi Makado <akemi@mirage3d.nl>



- 6. OWNERSHIP OF LICENSED PROPERTY - the Videos and all copyrights, ownerships and rights therein and thereto are and shall remain the sole and exclusive property of the Owner.
- 7. WARRANTIES
 - a. the Owner represents and warrants that it possesses full right, power and authority to enter into and to perform this Agreement; and
 - b. the Licensee represents and warrants that it possess full right, title and authority to enter into and perform this Agreement and it will not, during the Term, enter into any agreement or make any commitment that will interfere with its performance of any of the terms hereof.
- 8. INDEMNITY - the parties hereto agree to defend, indemnify and hold each other harmless against any and all liability, loss, damage, cost or expense, including reasonable outside attorneys' fees, paid or incurred by reason of any breach of any covenants, warranties or representations hereunder.
- 9. TAX PROVISIONS – the Licensee shall be obligated by the laws of its own country to pay any necessary taxes for the use of this product. The Owner is not responsible for payment for the use of the product at the Licensee site.
- 10. MISCELLANEOUS - this Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings relating thereto. No modification, amendment, waiver, termination or discharge of this Agreement or any provisions hereof shall be binding upon Licensee or Owner unless confirmed by a written instrument signed by a duly authorized officer of Licensee and by Owner. No waiver by Owner of any provision of this Agreement or of any default hereunder will affect Owner's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement will not become effective until signed by Owner and countersigned by Licensee's duly authorized officer.

IN CONFIRMATION OF THE FOREGOING, the parties have executed this Agreement, effective on the dates shown below.

OWNER:
MIRAGE3D

LICENSEE:
Brno Observatory and Planetarium

By(authorised signatory)

By(authorised signatory)

Name: Robin Sip

Name: Jiri Dusek

Title: CEO

Title: Director

Date: 09/19 2016

Date: 09/19 2016