

## PERFORMANCE LICENSE AGREEMENT

A **LIMITED AGREEMENT** is made between NSSC Operations Limited trading as NSC Creative., whose principal place of business is Exploration Drive, Leicester LE4 5NS England (referred to below as "LICENSOR", "We", "Our", "Us", etc.), and the Brno Observatory and Planetarium, Kravi hora 2, 616 00 Brno, Czech Republic (referred to as "LICENSEE", "You", "Your", etc.)

**WHEREAS** we as distributors and the owners who have obtained certain rights with respect to the audio, visual, and textual materials embodied in the planetarium shows *The Great Solar System Adventure 4K/3D* (referred to below as "the Show"); and

**WHEREAS** you wish to license the right to use the Show as described below,

**NOW THEREFORE**, we and you agree to the following terms and conditions:

### 1. IN-HOUSE PERFORMANCE RIGHTS

We grant you limited and 5 year, non-exclusive rights to use the Show package materials. The Show may be performed as a planetarium show as often as you desire and admission may be charged for the performances.

### 2. PERFORMANCE CONDITIONS

You agree that the Shows should always be presented in their entirety.

### 3. SYNCHRONIZATION RIGHTS

3.1 We grant you permission to synchronize display of the script's text using captioning or other text-display devices.

3.2 You agree not to add or substitute visuals or audio material from other sources without first obtaining our written approval.

### 4. DELIVERABLES & WARRANTY

4.1 You shall receive all materials required to play and exhibit the Shows and any other associated materials. The materials shall be suitable for playing on a Fulldome video system.

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

### 5. INSTALLATION & PRESENTATION

Installation and on-going presentation of the Show in your theatre shall be your responsibility. We shall not be responsible for any difficulties in the presentation of the Show due to the failure of your exhibition equipment.

### 6. COPIES

We grant you permission to copy the delivered materials for exhibiting the Show as an effective planetarium show presentation at your site. Beyond these production copies, no portion of the Show – visuals 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

The copyright law of the Show governs the making of reproductions of copyrighted material without permission; certain international copyrights also apply. The Show contains materials which are copyrighted by us and others which are used under strictly limited licenses and permissions from their respective copyright owners. You and your employees agree to abide by all applicable copyright laws, and not reproduce, recreate, duplicate or otherwise make illegal copies of copyrighted material, nor allow anyone else to do the same.

#### 8. COPYRIGHT INDEMNITY

We have secured and acknowledge full responsibility and liability for all trademarks, licensing, royalty and associated fees for the Show. We will indemnify and hold you harmless for any claims, damages or liability of any kind arising out of the failure to obtain such rights. Further, we warrant that we have obtained, or shall obtain all rights in and to the Show for the agreed License period.

#### 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 first obtaining our written approval. Such approval shall not be unreasonably withheld.

#### 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 first obtaining our written approval.

#### 11. PUBLICITY

In all advertising, posters, press releases, etc. which you create for the Show, the credit phrase "the Show a production of NSC Creative. 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 "The (insert your name) Planetarium presents..." are acceptable in billing the program. 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 that all expenses incurred or related to the licensed installation, promotion and presentation of the Show shall be your sole responsibility.

12.2 Playback files will be provided to you for purposes of preparing files for your presentation in your theatre. 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 in given in which to cure such breach. If the breach is not cured, the Agreement shall terminate effective sixty (60) days following the date of notice. If it is determined that this Agreement should be terminated, you shall return all materials provided by us to us at your expense.

#### 14. TERM

This License shall continue from the 1<sup>st</sup> October 2024 for a term of 5 years, or until otherwise terminated.

#### 15. LICENSE FEES

The licensing fee is derived from criteria such as seating capacity and annual attendance of the theatre. According to the criteria, a payment of £31,284 GBP (all charges included) is required prior to the drive being shipped. Sales to Licensees within the UK will be subject to VAT. All bank charges must be paid by the Licensee when sending payment.

#### 16. BREACH

Use of the Show for any purpose outside the scope of this License without first obtaining our permission shall be a material breach of this License. In such event, or if you fail in any of your obligations, this License shall automatically terminate, and you shall promptly return all supplied files and materials of the Show to us at the above-indicated address. 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 proceeds of any kind received by you 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.

18. AMENDMENTS

This Agreement may be amended only in a written document that we and you both sign.

19. JURISDICTION

The interpretation and performance of this Agreement shall be governed by the laws of the United Kingdom.

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 NSCC Operations Limited trading as NSC Creative**

By: 

Printed Name: Paul Mowbray

Title: Director of NSC Creative

Date: 06/25/2024

**LICENSEE Brno Observatory and Planetarium**

By: 

Printed Name: Jiri Dusek

Title: director

Date: 06/25/2024

*č.j. EO 122/2024*