

This license agreement (the "**Agreement**") has on the date set out below been entered into by:

- (1) **Aktiebolaget Svensk Filmindustri**, a limited liability company duly incorporated and organized under the laws of Sweden with corporate registration number 556003-5213 with its address at Box 7200, SE-103 88 Stockholm (visiting address Sveavägen 56) rightsdepartment@sfstudios.se ("**SF**"); and
- (2) **Slovak National Theatre**, a state sponsored organisation duly incorporated and organized under the laws of Slovak Republic, with registration number:00 164 763, VAT:SK2020829954, with its address at Pribinova 17, 819 09 Bratislava, Slovak Republic(the "**Licensee**").

SF and the Licensee are individually referred to as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

- (A) SF is a company involved in motion picture production and distribution.
- (B) The Licensee is a state sponsored organisation involved in production of theatre performance Scenes from the life of director (Ingmar Bergman), direction: Roman Polák. Licensee is currently working with the production of a performance, (hereinafter collectively referred to as the "**Production**").
- (C) The Licensee has expressed a desire to be granted a right to use certain clips and stills from Ingmar Bergman films, namely the material listed in Schedule 1 (the "**Material**") for the sole purpose of use of the Material in the Production (the "**Purpose**"). For avoidance of doubt, the Purpose does not include the right to use the Material in marketing material or otherwise in the promotion of the Production. Also, in no event may any individual clip of Material be longer than 2 minutes in consecutive running length.
- (D) In view of the foregoing, the Parties have agreed to enter into this License Agreement.

1. GRANT OF LICENSE

- 1.1 SF declares that is fully entitled to grant a license for way of use mentioned below. SF hereby grants to the Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Material for the Purpose during a period of 1 Year (June 17th 2021 to June 30th 2022 or 10 performances from signature of this agreement (the "**License**"). The Licensee may not modify, use or exploit the Material in any other way or for any other purpose.
- 1.2 The Licensee shall pay to SF a one-time license fee for the License in the amount of EUR300 excluding material delivery. SF will invoice the licensee fee to the Licensee shortly following the signing of this Agreement. The validity of the License is subject to the Licensee's payment as soon as receiving the invoice for the license fee.
- 1.3 The Licensee agrees and acknowledges that SF may not be the sole rights holder to the Material and that use of the Material for the Purpose may be subject to approval by third parties. The Licensee is responsible for obtaining approval from third parties as required.
- 1.4 In exercising the License, the Licensee shall ensure that the moral rights of the author(s) of the Material are observed and not violated or infringed. Without limiting the aforesaid, Licensee agrees to properly attribute the authors' rights and use any copyright notice or credit text provided by SF with each Material.

- 1.5 The License is granted "as is" without any warranties of any kind by SF, including but not limited to, any warranty for non-infringement.
- 1.6 The Licensee undertakes to indemnify and hold SF harmless from and against any loss, damage or cost arising from the Licensee's use of the Material in breach against the terms of this Agreement.
- 1.7 SF is entitled to terminate the Agreement and the License with immediate effect if the Licensee breaches the terms set forth herein.
- 1.8 The Licensee shall upon expiration of the license period as set out in Section 1.1 above or due to early termination as set out in clause 1.6 immediately cease with any use of the Material, including cease the exploitation of the Productions.
- 1.9 The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 50,000 but not EUR 500,000. Where the amount in dispute exceeds EUR 500,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.
- 1.10 This contract shall enter into force on the day of its signing by the contracting parties and become effective on the day following after its releasing/publishing under special law Act No. 211/2000 Coll. On Free Access to Information and Amendments of Certain Acts (The Freedom of Information Act). The Contracting parties are fully aware of the fact that disclosure/publishing of the Contract is mandatory according to the Slovak legal law/regulations and they agree with its disclosure/publishing in the Central Registration of Contracts under legal acts, i.e. they have no reservations/stipulations against that.

Stockholm on

Bratislava on

AKTIEBOLAGET SVENSK FILMINDUSTRI

Slovak National Theatre

Helena Hertz Head of Licensing Sales & Rights

Mgr. art. Matej Drlička, ArtD., SND General Manager

Mgr. art. Miriam Kičiňová, ArtD., Director SND Drama Company

Schedule 1

Title	Clip/Still	No of seconds (if clip)	Copyright
The Seventh Seal		37sec	
Wild Strawberries		1min, 13s	
Summer with Monika		33s	
The Silence		59s	
Persona		47s	
Cries and Whispers		1 min, 27s	
Scenes from a Marriage		42s	
Fanny and Alexander		57s	

All clips © AB Svensk Filmindustri