

LICENSE AGREEMENT

RSA Cosmos SAS with its head office at ZI de la Vaure, CS 80945, 42290 Sorbiers, France and duly listed in the Corporate and Trade Register of Saint Etienne under number B 444 574 610 represented by its general director Benjamin CABUT (later referred to as "Licensor")

and

KHaP Maximiliána Hella v Žiari nad Hronom, Dukelských hrdinov 1298/21/A, 96501 Žiar nad Hronom, Slovakia, (later referred to as "**Licensee**").

In consideration of the mutual promises this Agreement contains, the Licensor and Licensee agree as follows:

1. Grant of License

1.1. Title. The materials that are the subject of this Agreement consist of a planetarium show called « **Secret of Gravity** » (hereinafter referred to as the "Show").

1.2. Place of Exhibition. Licensor grants to Licensee non-exclusive access to the use of the Show for the following place:

- Name of Institution **KHaP Maximiliána Hella v Žiari nad Hronom**
- Number of seats **56 seats**

1.3. Duration of License: **5 years** starting on 1st of September 2022 and ending on 31st August 2027.

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

2. Licensee's Obligations

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

2.1. The Licensee has the right to exhibit the Show as often as he wants during the 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. The Licensee must exhibit the Show in its entirety, including credits and without modification.

2.4. The Licensee shall use reasonable efforts to provide continuous attendance reports in written form such as e-mail, fax, on a yearly basis during the contract.

2.5. All expenses regarding the installation, promotion and exhibition of the Show fall within the Licensee's responsibility, except if contrary commercial agreement.

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

2.7. Modification of Licensed Materials. Licensee shall not modify or create derivative works of the Licensed Materials without the Licensor's express, prior, and written permission. No audio material and visuals may be edited, added or deleted in any way without the Licensor's express, prior, and written permission. The Licensee shall not decompile, disassemble or otherwise reverse-engineer the Show.

2.8. Copyright. Licensed Materials will be provided by the Licensor in order to prepare the

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.

2.10. Non transfer. The Licensee may not transfer the license or parts of the materials provided to anyone else. Also, the material cannot be loaned, or sub-licensed.

3. Licensor's Obligations

3.1. Availability of Licensed Materials. The Licensor will make the Licensed Materials available to the Licensee in a reasonable time frame.

3.2. Materials. The Licensor 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 Licensor must provide the materials in good condition in order to be suitable for their destination.

3.4. Limitation of liability. In no event will Licensor be liable for any damages, whether direct, indirect, incidental or consequential, arising out of the use or inability to use the Licensed Materials by the Licensee, even though the Licensee has been advised of the possibility of such damages.

4. Term & Renewal

4.1. Agreement Term. This Agreement remains valid until the termination of the License Duration

4.2. Renewal. This Agreement shall be renewable at the end of the current term if the Licensee gives written notice of its intention to renew the contract, three months before the expiration of the current term. Moreover, the financial conditions shall be renegotiated for the new period of the contract. This renewal will be written in an amendment of this Agreement.

4.3. Early Termination. If either party believes that, the other has materially breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall notify the other party of the alleged breach in writing. The breaching party shall have 1 month from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 2 months, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, the Licensor shall terminate access to the Licensed Materials and the Licensee shall return all supplied materials at its own expenses.

5. Language version and Translation

The show is provided in the following language versions: **English**

Obtaining a non-existing language version cannot be done without the Licensor's express, prior and written permission. The Licensee will ask a professional translator for a translation that complies with the words and the style of writing of the text.

6. Warranties

6.1. The Licensor warrants the following:

a. Licensor has all necessary legal and equitable rights, permissions, or clearances to license

- b. Upon delivery, the materials provided will work properly for projection and exhibition.
- c. The music and the image licensing have been secured for the Show.

6.2. The Licensee warrants to take care of all the arrangements regarding the declaration of the exhibit of the Show to the proficient agency of the country which manages the redistribution of copyrighted audiovisual works.

7. Miscellaneous Provisions

7.1. Assignment. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Neither party to this Agreement may unreasonably withhold or delay such written consent.

7.2. Governing Law. The administrative courts located in Saint Etienne, France shall have jurisdiction to hear any dispute under this Agreement.

7.3. Dispute Resolution. In the event any dispute or controversy arising out of or relating to this Agreement, 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 Licensor and Licensee cannot resolve their dispute after reasonable efforts and after a reasonable period of time, the parties agree to resolve the dispute on the legal way.

7.4. 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.

Are considered as force majeure: the blocking of means of transport or supply, earthquake, fire, storm, flood, lighting strike, termination of telecommunications networks or difficulties specific to networks telecommunication, recovery and/or liquidation of parties.

The party affected by such circumstances shall notify within 10 days following the date on which it becomes aware.

7.5. Confidentiality. Licensor and Licensees agree to keep confidential and not to disclose, directly or indirectly, any information regarding the Agreement.

7.6. Language. All documentation, instructions and other materials to be provided by one of the parties under this Agreement shall be made in English or French language.

7.7. Entire Agreement. This contract constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

7.8. Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by both Licensor and Licensee.

Done in duplicate,

Licensor

RSA Cosmos

Benjamin Cabut
General Director

Date 31/05/22 Place Sorbiers

Signature

Licensee

KHaP Maximiliána Hella v Žiari nad
Hronom

MGR. TOMAŠ DOBROVODSKÝ
DIRECTOR

Date 03/06/22 Place

Signature