

BOURNE CO.
35 West 45th Street, 2nd Floor
New York, NY 10036 USA

LIVE STAGE AGREEMENT

License #DIR110956.1-4

Slovak National Theater
Pribinova 17
819 01 Bratislava
REPUBLIC OF SLOVAKIA

1. Musical Compositions. We, Bourne Co. (herein referred to as the "LICENSOR"), under the terms and conditions of this license agreement (herein referred to as the "License" or "Agreement"), hereby grant you, Slovak National Theater (herein referred to as the "LICENSEE"), as producer of the ballet work entitled "Chaplin, the Tramp" (herein referred to as the "Production"), the non-exclusive right and license to perform and otherwise use the following musical compositions:

"MOTHER'S DANCE" Cue from "THE GOLD RUSH" by Charles Chaplin
(herein referred to individually as "Musical Composition 1")

"THE DOSS HOUSE" Cue from "THE KID" by Charles Chaplin
(herein referred to individually as "Musical Composition 2")

"OPENING MUSIC" Cue from "THE KID" by Charles Chaplin
(herein referred to individually as "Musical Composition 3")

"MENACE PART 1" Cue from "THE KID" by Charles Chaplin
(herein referred to individually as "Musical Composition 4")

"TERRY'S THEME" Cue from "LIMELIGHT" by Charles Chaplin
(herein referred to individually as "Musical Composition 5")

"DAWN" Cue and "LOVE THEME and END TITLE" Cue from "MODERN TIMES" by Charles Chaplin
(herein referred to collectively as "Musical Composition 6")

(Musical Composition 1 through Musical Composition 6 herein referred to collectively as the "Musical Compositions")

in live stage performances of the Production as set forth herein, limited to the following uses:

Musical Composition 1 – One (1) continuous instrumental use of Musical Composition 1 of one minute, fifteen seconds (01:15) in length within the body of the Production, only

Musical Composition 2 – One (1) continuous instrumental use of Musical Composition 2 of two minutes, twenty-one seconds (02:21) in length within the body of the Production, only

Musical Composition 3 – Two (2) instrumental uses of Musical Composition 3, one (1)

continuous use of one minute (01:00) in length, and one (1) continuous use of fifty-two seconds (00:52) in length, within the body of the Production, only

Musical Composition 4 – One (1) continuous instrumental use of Musical Composition 4 of one minute, forty-nine seconds (01:49) in length within the body of the Production, only

Musical Composition 5 – Two (2) instrumental uses of Musical Composition 5, one (1) continuous use of one minute, forty-three seconds (01:43) in length, and one (1) continuous use of three minutes, twenty-two seconds (03:22) in length, within the body of the Production, only

Musical Composition 6 – One (1) continuous use Musical Composition 6 of a total of five minutes, twenty seconds (05:20) in length within the body of the Production, only

(hereinafter referred to collectively as the “Licensed Uses”)

2. Representations and Warranties.

a) LICENSEE represents and warrants to LICENSOR that it has the full power and authority to enter into and perform this Agreement without approval from any governmental entity or third party, and that such ability is not limited or restricted by any agreements or understanding between LICENSEE and any third party; that the execution, delivery and performance by LICENSEE of this Agreement have been duly authorized by any and all necessary corporate action by LICENSEE, and that this Agreement constitutes the legal, valid and binding obligation of LICENSEE enforceable in accordance with its terms; that LICENSEE is fully capable of performing its obligations under this Agreement; that LICENSEE’S performance under this Agreement will not infringe upon or misappropriate the intellectual property rights or any other rights of any third party; and that LICENSEE shall comply with all applicable international, national, regional, and local laws in performing its duties hereunder and in any of its dealings with respect to the Musical Compositions.

b) LICENSEE shall indemnify and hold harmless LICENSOR from any and all claims, liabilities, losses and damages arising from any breach of LICENSEE’S warranties, representations or agreements under this Agreement, or in any way resulting from or connected with LICENSEE’S use of the Musical Compositions.

c) LICENSOR warrants only that it has the legal right to enter into this Agreement and to license the rights set forth herein, and that this License is granted to and accepted by LICENSEE and its permitted assigns, without any other warranty or recourse against LICENSOR, its successors or assigns. If said warranty is breached in whole or in part, or in the event of a breach of any other warranties, covenants, promises and/or claims made by LICENSOR under this Agreement, and regardless of any third-party claims, liabilities, damages or expenses (including reasonable attorneys’ fees) that may result from any such breach, LICENSOR shall only repay to LICENSEE the “License Fees” paid to LICENSOR herein, per Paragraph 4 herein, to the extent of the part thereof which is breached, or shall hold LICENSEE harmless up to but not exceeding the “License Fees” paid to LICENSOR for this License. In no event shall the total liability of LICENSOR exceed the “License Fees” paid to it herein, including, without limitation, any liability for repayment due to breach.

3. Reservation of Rights. LICENSOR specifically reserves unto itself all rights of every kind and nature in and to the Musical Compositions, now known and hereafter known, except those expressly granted to LICENSEE herein. Any use of the Musical Compositions outside of the terms and conditions hereof or after the expiration of the "Period" set forth herein is unauthorized and is an infringement of the Copyright in the Musical Compositions and shall be subject to the rights and remedies of the Copyright Owner of the Musical Compositions.

4. Consideration.

a) In full consideration of the foregoing, LICENSEE shall pay to LICENSOR for the use of the Musical Compositions in each performance of the Production, a "License Fee" of US\$200.00 per performance of the Production (herein referred to collectively as the "License Fees").

b) No later than thirty (30) days following the end date of "License Term 1" set forth in Paragraph 6, full payment of the non-refundable License Fees due for all performances of the Production during License Term 1 shall be due and payable, along with a written statement showing the calculation of all License Fees due, including the dates of each performance, the number(s) of performances that occurred on each date, etc.

c) No later than thirty (30) days following the last day of each calendar quarter (i.e. March 31, June 30, September 30 and December 31) of "License Term 2" set forth in Paragraph 6 below, payment of all License Fees due for all performances of the Production during each calendar quarter shall be due and payable, along with a written statement showing the calculation of all License Fees due, including the dates of each performance, the number(s) of performances that occurred on each date, etc.

5. Orchestrations and Arrangements.

a) LICENSOR hereby authorizes the creation of an arrangement of the Musical Compositions for instrumental ensemble (herein referred to as the "Derivative Work") by Carl Davis (herein referred to as the "Derivative Work Creator"), subject to execution of the appropriate assignment agreement between LICENSOR and the Derivative Work Creator.

b) LICENSOR shall own and control all right and title, including all copyrights, in and to the Derivative Work, (including, but not limited to, moral, neighboring, broadcast mechanical, digital and new media rights), throughout the World, forever, including any and all copyright terms, and all extension and renewal terms and reversions of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation to the Derivative Work Creator, subject to LICENSEE'S use under this Agreement.

c) It is understood that on all uses of and references to the Derivative Work, including but not limited to promotional materials for the Production (e.g. Playbills, marquees, billboards, online promotional materials, EPK's), etc., the Derivative Work Creator shall receive no writer credit for or in relation to the Musical Compositions. It is specifically understood and agreed that LICENSOR shall not be obligated to the Derivative Work Creator in any way for compensation for the Derivative Work, or to arrange for any such compensation, including but not limited to fees, stipends, salary, benefits, royalties and/or any other sums whatsoever.

d) In the event that any Society or Performing Rights Organization ("PRO") erroneously produces a new registration for the Derivative Work, Producer will assist Publisher in correcting the PRO database, including, but not limited to, advising the PRO in writing that the Derivative Work Creator makes no income or royalty claim to the Derivative Work.

e) Except as expressly set forth herein, all rights in and to the Musical Compositions and/ or the Derivative Work are hereby reserved to LICENSOR.

6. License Terms. The duration of the rights granted herein shall be as follows:

March 1, 2019 through June 30, 2019
(herein referred to individually as "License Term 1")

-AND-

January 1, 2020 through December 31, 2020
(herein referred to individually as "License Term 2")

("License Term 1" and "License Term 2" shall be collectively referred to as the "License Terms")

7. Territory and Venue(s). The "Territory" within which the rights licensed herein may be exercised shall be the Slovak Republic, only, and the "Venue" in which all performances of the Production shall occur shall be Slovak National Theater, Pribinova 17, 819 01 Bratislava, Slovak Republic, with a seating capacity of eight hundred, sixty-one (861) seats.

8. Termination.

a) In the event the Production is not produced within one (1) year after the date of this Agreement, the License Rights granted herein shall automatically terminate.

b) This License shall automatically terminate in the event of LICENSEE'S failure to pay LICENSOR the License Fees as and when due, or

c) LICENSOR shall have the right to terminate this License by notice to LICENSEE to such effect, effective as of the date of such notice, if any of the following occurs:

i. LICENSEE files a petition in bankruptcy or is adjudicated as bankrupt;

ii. if a petition in bankruptcy is filed against the LICENSEE, or if it becomes insolvent or makes any assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or

iii. if LICENSEE discontinues its business or if a receiver is appointed for it or its business.

d) If LICENSEE shall violate any of its other obligations under the terms of this Agreement, LICENSOR shall have the right to terminate this License upon thirty (30) days written notice. Termination shall become effective unless LICENSEE shall completely remedy the violation within such thirty (30) day period and satisfy LICENSOR that such violation had been remedied.

e) If LICENSEE shall violate any of its other obligations under the terms of this Agreement a total of three (3) times during the License Terms, this License will automatically terminate and LICENSOR shall thereupon be entitled to all rights and remedies for acts of infringement under the United States Copyright Act with respect to those uses of the Musical Compositions in the Production for which payment was not made by LICENSEE herein, which uses shall be deemed infringements.

f) Termination of this License under the provisions of this paragraph shall be without prejudice to any rights LICENSOR may otherwise have against LICENSEE. Upon the termination of this License, notwithstanding anything to the contrary contained herein, all Royalty, License Fee and/or other payments due LICENSOR shall become immediately due and payable.

9. Credit.

a) LICENSEE agrees to print, where applicable, in each program of the Production (herein referred to as the "Playbill"), the credit lines for the Musical Compositions provided under Exhibit A attached, as supplied by LICENSOR.

b) LICENSEE agrees to provide LICENSOR with a copy of the Playbill for the Production, with the above referenced credit lines included, as soon as said Playbills are available.

c) LICENSEE shall also provide copies of the Playbill to the appropriate performing rights organization ("PRO") in the Territory (SOZA), accompanied by written notice that the appropriate share(s) of the performance income for the Musical Compositions shall be paid to LICENSOR's US PRO, ASCAP.

10. Favored Nations. This License is granted on a proportionate, all terms most favored nations basis with the master recording and/or film clips (if any) embodying the Musical Compositions in the Production, and with all other licensed compositions of comparable timing and use in the Production. In the event LICENSEE grants more favorable terms to any third party who controls the rights to any musical composition used in the Production than are contained herein for the same rights granted herein, this Agreement shall be deemed amended to incorporate same as of the date when such higher rate is paid or such more favorable terms are granted to such third party, and to continue for the duration of the License Terms.

11. Independent Contractors. LICENSOR'S and LICENSEE'S status herein shall be that of independent contractors, and nothing herein shall create, expressed or implied, a partnership, joint venture and/or other association between the parties.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration before a single arbitrator in New York City, New York, United States of America ("USA"), pursuant to the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. Audit Rights.

a) LICENSEE agrees to keep accurate books of account and records covering all transaction related to the subject matter herein for the duration of the License Terms and for a minimum period of three (3) years after the expiration date of License Term 2. Upon ten (10) business days' written notice, LICENSOR or its duly authorized representative shall have the right

during all normal business hours to examine, excerpt and make copies of all records specific to LICENSEE'S performance of its obligations under this Agreement.

b) If, in the course of such examination(s), a deficiency of five percent (5%) or more of License Fees owed is found, LICENSEE shall be required to pay to LICENSOR:

i. the deficient amount of License Fees owed;

ii. a "Late Fee" of the greater of one percent (1%) per month of the License Fees due per month -OR- the prime rate plus two percent (2%) from the date the License Fee payments were originally due; and

iii. a reimbursement of all of LICENSOR'S costs associated with the examination of LICENSEE'S books.

14. Restrictions.

a) No exhibition of the Production by broadcast, Internet streaming or otherwise, shall be permitted herein. Use of the Musical Compositions on an original cast album, any merchandise, videocassettes, videodiscs, and/or permanent digital downloads intended for sale and/or distribution to the general public is specifically excluded from the rights granted herein. Use of the Musical Compositions in radio, television, print or other advertisements, trailers and/or promotions for the Production is specifically excluded from the rights granted herein.

b) LICENSEE shall have the right to create one (1) archival audiovisual recording of the Production for the records and operational needs of LICENSEE, only, excluding any right to exhibit and/or distribute the recording to the general public.

c) For the avoidance of doubt, this License does not grant any right to perform the Musical Compositions in exhibitions of the Production via on-line services accessible to the viewer over the Internet, or in any other media not specifically set forth herein.

15. Assignment. This Agreement is personal to LICENSEE and subject to the exercise by LICENSEE of the rights granted and obligations imposed herein. The rights granted and obligations imposed herein may not be assigned, in whole or in part, without the express prior written consent of LICENSOR.

16. Headings. The headings contained in this Agreement are for convenience and reference purposes, only, and shall not affect the meaning or interpretation hereof.

17. Limitation. This License is limited to the use of the Musical Compositions, only, and does not include permission to use the images, characters, plot, and/or costumes of any Chaplin Productions.

18. Interest. Any waiver by LICENSOR of any right or interest under this License shall not imply the waiver of any other right or interest or of LICENSOR'S right to subsequently enforce such right or interest and no waiver of a breach of this License shall be deemed to be a waiver of any preceding, continuing or succeeding breach thereof.

19. Electronic Delivery. This Agreement, when signed, may be delivered electronically including by facsimile or electronic transmission in PDF format, of which when so executed and delivered shall be deemed an original.

20. Entire Understanding. This Agreement, together with Exhibit A attached hereto, sets forth the entire understanding of the parties hereto with respect to the subject matter thereof. This Agreement may not be altered, modified, amended or assigned without an express written instrument to such effect signed by LICENSOR. This Agreement shall be governed and construed by and under the laws of the State of New York, USA, and the parties hereto consent to the exclusive jurisdiction of the courts (State and Federal) located in New York County, New York, USA.

BY: _____
Authorized Signature –
Slovak National Theater

BY: _____
BOURNE CO.

Print Name: _____

Exhibit A

MUSICAL COMPOSITIONS: 1. "MOTHER'S DANCE" Cue from "THE GOLD RUSH" (Chaplin)
2. "THE DOSS HOUSE" Cue from "THE KID" (Chaplin)
3. "OPENING MUSIC" Cue from "THE KID" (Chaplin)
4. "MENACE PART 1" Cue from "THE KID" (Chaplin)
5. "TERRY'S THEME" Cue from "LIMELIGHT" (Chaplin)
6. "DAWN" Cue and "LOVE THEME and END TITLE" Cue from
"MODERN TIMES" (Chaplin)

LICENSOR'S COPYRIGHT OWNERSHIP: Musical Composition 1 – 100%
Musical Composition 2 – 100%
Musical Composition 3 – 100%
Musical Composition 4 – 100%
Musical Composition 5 – 100%
Musical Composition 6 – 100%

TERRITORY: Slovak Republic, only

PRODUCTION: "Chaplin, the Tramp"

LICENSE TERMS: 1. March 1, 2019 through June 30, 2019
2. January 1, 2020 through December 31, 2020

VENUE: Slovak National Theater
Pribinova 17
819 01 Bratislava
SLOVAK REPUBLIC

SEATING CAPACITY: Eight hundred sixty-one (861) seats

CREDITS: "MOTHER'S DANCE" Cue from "THE GOLD RUSH"
by Charles Chaplin

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ASCAP

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