

Two Small Pieces of Glass

LICENSE AGREEMENT

This License Agreement between _____ (herein known as the “Exhibitor”) and Imiloa Astronomy Center, Hilo, HI, Carnegie Science Center, Pittsburgh, PA, and Interstellar Studios, Chico, CA (herein known as the “Licensors”) encompasses exhibition of *Two Small Pieces of Glass*, a digital all-dome video planetarium program (herein known as “the Program”), as of the date contained herein.

1. THE PROGRAM

The Licensors hereby give all standard and typical rights and privileges for public exhibition of the Program to the Exhibitor. The Program run time is 23 minutes with digital images synchronized to the script and soundtrack.

2. THE LICENSE PERIOD

The license period for the Program shall begin on the date contained herein with no expiration.

3. THE LICENSEE OBLIGATION

The Licensors will provide the Exhibitor with a portable computer hard drive system containing dome masters of the Program in the following formats:

- 4K dome masters
- 2 K dome masters
- 1 K dome masters
- AC3 audio files
- 5.1 Wav audio files

4. FEES

The Program content is provided by the Licensors to the Exhibitor with no acquisition cost or royalty fees.

5. COPYRIGHT

The Licensors own the copyright to the script, soundtrack, and all imagery contained in the Program. The Program may not be reproduced or distributed in any form without prior written permission of copyright holders, with the exception of video or still image excerpts used for advertising purposes. The Licensees maintain the exclusive right to distribute the Program.

6. TERMS AND CONDITIONS

A. Subject to the payment for the hard drives and the terms and conditions hereof, the Licensors hereby grant to the Exhibitor, and the Exhibitor hereby accepts a license that is non-exclusive, non-transferable, non-sub-licensable under the copyright of the

Program to exhibit the same publicly and privately at Exhibitor's facility for the license period. The license granted herein shall extend to the Exhibitor only for the exhibition of the Program. The license granted herein shall extend to no other time, place, use or purpose.

B. Licensors warrant that upon delivery, the Program shall be in working physical condition for projection and exhibition.

C. Exhibitor shall exhibit the Program in its entirety in the form received, and shall not alter the same except to make necessary repairs, or to comply with the requirements of any duly authorized public authority. The Exhibitor shall not duplicate, sell, lease, pledge, mortgage, loan or sub-license any print or soundtrack of the Program or any part thereof.

D. Exhibitor shall not assign this Agreement or any rights granted to the Exhibitor hereunder without prior written consent of the Licensors, and any such assignment without such consent shall be null and void.

E. Licensors warrant that music and imaging licensing has been secured for the Program.

F. Slicing, trans-muxing (audio-synching), and installation are the responsibility of the Exhibitor.

By signing this Agreement, the authorized individual listed below warrants that any and all personnel in the employ of the Exhibitor, including volunteers, shall abide by all terms set forth in this agreement:

DATE _____

EXHIBITOR (name of institution) _____
(print)

BY AUTHORIZED INDIVIDUAL _____
(signature)

AUTHORIZED INDIVIDUAL _____
(print name)

ACCEPTED BY CARNEGIE SCIENCE CENTER OFFICIAL _____
(signature)

CARNEGIE SCIENCE CENTER OFFICIAL _____
(print name)