

EXHIBIT 2
PROGRAM SUBLICENSE

This Program Sublicense (the "**Agreement**") is made by and between Loch Ness Productions a Colorado [state of organization] corporation located at PO Box 924, Nederland, CO 80466 [address] (the "**Distributor**") and _____, a _____ [state of organization] corporation located at _____ [address] (the "Customer").

Whereas, the Distributor has been granted a license by The International Planetarium Society ("**IPS**") to reproduce and distribute *The Dark Side of The Moon Planetarium Experience*, a completely finished, fully edited and titled program, fully synchronized with English language dialogue, sound, and music and ready for general domed theater release and public exhibition in March 2023 (the "**Program**");

Whereas, the Distributor has a license to reproduce and distribute trailers, educational guides, and promotional materials specific to the Program (the "**Program Materials**"); and

Whereas, the Customer wishes to exhibit the Program at its domed theater and to use the Program Materials to promote the Program.

Now, therefore, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. **Agreement.** During the Term, the Distributor grants to the Customer a non-transferable, non-exclusive license to exhibit the Program solely at the Customer's domed theater and to use the Program Materials to promote the Program, in accordance with the terms of this Agreement.
2. **Term.** This Agreement will begin on the date that the Agreement is signed by both parties and will continue in effect until 31 March 2024 (the "**Term**"), unless terminated earlier as provided for in Section 8.
3. **Delivery.** The Program will be delivered in a properly rendered format for exhibition in a domed theater in accordance with the technical specifications set forth in Exhibit 1 to this Agreement.
4. **Use.**
 - 4.1 The Program will be exhibited intact and without modification, except as specified below.
 - 4.1.1 The Distributor authorizes the Customer to synchronize display of the program's script using captioning or other text-display devices.
 - 4.1.2 The Distributor authorizes the Customer to make or have made a back-up copy of the Program installed on the Customer's system.
5. **Fees.**
 - 5.1 Pre-Paid License
 - 5.1.1 The Customer will pay to the Distributor a fee of ten thousand dollars (\$10000) for the license of the Program during the Term of this Agreement.

6. **Right to Copy.** NO RIGHT TO COPY THE PROGRAM OR PROGRAM MATERIALS, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED, IS IMPLIED OR GIVEN UNDER THIS AGREEMENT.

7. **Conditions of Program License.** The license in this Agreement is granted under, and the Customer hereby accepts, the following conditions:

7.1 Title to and ownership of the Program and Program Materials will at all times remain with Pink Floyd Music Limited (“**PFML**”) (and/or other owners of the Program and Program Materials). This ownership includes all rights in the Program and Program Materials, including all rights in patents, copyrights, trade secrets and other intellectual property rights applicable to the Program and Program Materials, and as such, all rights will remain vested in PFML (and/or other owners of the Program and Program Materials).

7.2 Other than the licensed use of the Program and Program Materials, the Customer agrees to protect PFML’s property rights by not disclosing or making the Program and/or Program Materials available in any form or in any media to any other person, entity, company, institution or organization. Redistribution is strictly prohibited.

7.3 Except as specifically provided for in this Agreement, the Customer agrees not to: (a) decompile, disassemble or otherwise reverse engineer the Program, (b) modify, translate or create derivative works of the Program or Program Materials, or (c) remove any copyright or other proprietary designations from the Program or Program Materials.

7.4 The license is non-exclusive.

7.5 The Customer is solely responsible, at its own cost and expense, for installation and maintenance of the Program.

7.6 The Customer agrees to use only the Program Materials in the creation of advertising and promotional materials for the Program. Any departure from the guidelines provided with the Program and Program Materials requires prior written permission of the International Planetarium Society.

7.7 The Customer shall (i) only exhibit the Program in its entirety and shall not cut, dub, subtitle or edit the Program or to change the title of the Program; (ii) not include any third party material into the Program; and (iii) not include in the Program (or any part thereof), or exhibit the Program with or in connection with, any form of sponsorship, branding and/or tie-in agreements with any third party, nor authorize or permit the use of the Program with, in relation to and/or in conjunction with the goods, services and/or products of any third party.

8. **Termination.**

8.1 This Agreement will terminate upon thirty (30) days prior written notice if Customer defaults by failing to comply with any term or condition of this Agreement and fails to cure such default within the notice period.

8.2 If the Distributor's license agreement with IPS is terminated for any reason or if the Distributor ceases operation of business as a distributor of domed theater presentations, the Customer acknowledges and agrees that all right, title, and interest in and to this Agreement will automatically be transferred to IPS. The Customer further acknowledges and agrees that IPS may thereafter, at its sole discretion, continue this Agreement directly with the Customer, or terminate this Agreement.

9. General Terms and Conditions.

9.1 Entire Agreement. This Agreement, including the Exhibit hereto, constitutes the entire agreement between the Distributor and the Customer with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, oral or written, between the Distributor and the Customer with respect to such matters. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor or against either party. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived in whole or in part, except by a written instrument signed by the duly authorized representatives of both parties.

9.2 Confidentiality. The terms of this Agreement are considered confidential and proprietary information of the Distributor, and the Customer agrees to keep such confidentiality and not disclose to any third party the terms of this Agreement, including the license fee. Proprietary information has been and will continue to be of substantial importance to the business of the Distributor, and disclosure by the Customer to or use by others will cause immediate and irreparable injury to the Distributor that may not be adequately compensated by damages and for which there is no adequate remedy at law. In the event of any actual or threatened misappropriation or disclosure of such proprietary information by the Customer, the Customer agrees that the Distributor will be entitled to an injunction prohibiting such misappropriation or disclosure, and to specific enforcement of the Customer's obligations hereunder. The foregoing rights to an injunction and specific performance will be cumulative and in addition to every other remedy now or hereafter available to the Distributor at law or in equity or by statute.

9.3 Excusable Delays. Neither party will be responsible for delays in performance caused by acts of God or governmental authority, strikes or labor disputes, or fires or other loss of development facilities, unavailability of goods, or breach of contract by supplier ("Excusable Delay"), provided that the delaying party promptly gives notice of such delay and provides reasonable documentation or evidence thereof to the other party. The party not relying on Excusable Delay may terminate this Agreement upon ten (10) calendar days' notice to the delaying party in the event of Excusable Delays exceeding ninety (90) calendar days.

9.4 Warranty. The Distributor warrants that on delivery the Program will be complete, in good order, and ready for installation. Otherwise, THE PROGRAM IS PROVIDED AS IS AND WITHOUT WARRANTY REGARDING ITS ACCURACY OR FITNESS FOR ANY INTENDED PURPOSE. NO OTHER WARRANTY IS IMPLIED OR GIVEN.

9.5 Relationship of the Parties. The relationship of the parties is that of licensor and licensee and this Agreement will not make either party the agent or representative of the other for any purpose. No employees, consultants, contractors, or agents of one party are agents, employees, franchisees, or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. No party will represent to the contrary, either expressly, implicitly, or otherwise. Each party will have the exclusive right to select, engage, fix the compensation of, discharge or otherwise to manage, supervise and control persons hired by it and will, with respect to all such persons, perform all obligations and

discharge all liabilities imposed upon employers under federal, state and municipal labor, laws and regulations of the respective states of the Customer and the Distributor. While visiting the other party's premises, each party's employees will obey all applicable premises rules with previous notice to the visiting party.

9.6 Assignment. This Agreement is not assignable without the prior written approval of the non-assigning party, other than to a successor by merger or to a purchaser of substantially all the assets of the assigning party. Any attempt to assign or transfer any rights, duties or obligations hereunder without such approval will be void. Any amounts due or which become due under this Agreement may be assigned by the Distributor, provided that such assignment will not be binding upon the Customer unless and until the assignment is received by the Customer.

9.7 Headings. The headings, titles and caption in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

In witness whereof, the parties have signed this Agreement by their duly authorized representatives as of the dates written below.

Distributor

Customer

by: _____

by: _____

Print Name: Mark C. Petersen

Print Name: _____

Print Title: president

Print Title: _____

Date: _____

Date: _____