

Distribution and license Agreement

This is the distribution and license agreement between

RSA COSMOS, a simplified joint stock company with registered capital of €200,000, with headquarters located at rue des Mineurs ZI de la Vaure, BP30940 - 42290 Sorbiers - FRANCE, registered at the Trade Registry of Saint Etienne under number B444 574 610, represented by its General Director, Benjamin CABUT, hereinafter known as the **"licensee"**.

on one hand

And

ISTITUTO NAZIONALE DI ASTROFISICA (INAF), located in Rome, viale del Parco Mellini 84, legally represented by his President Prof. Nicolò D'Amico, who delegated for the signature of this agreement Dr. Fabrizio Bocchino, Director of the INAF Palermo Observatory, hereinafter known as the **"licensor"**.

on the other hand

Preamble:

The **licensee** wants to work with the **licensor** in order to add to its astronomical simulation software for planetariums 3D model, hereinafter known as **"the models"** developed by the **licensor**.

The **licensor** deliver to the **licensee** 3D models and the **licensee** makes the proper work to modify the format and the 3D model to integrate it in its solution for interactive display.

The **licensee** will then distribute the model embedded in its astronomical software to the planetarium market (**licensee's** customers / **licensee's** partners / **licensee's** representatives / **licensee's** agents).

This agreement describes the rights and obligations of **licensor** and **licensee** regarding **the models** and their distribution.

1. General License:

(1) The **licensor** grants to the **licensee** a non exclusive perpetual license to (i) integrate **the models** as listed in the Annex 1 within the astronomical simulation software for planetariums developed by the **licensee**, hereinafter known as the **"simulation software"** and (ii) copy, develop, use, sell, export, distribute, transmit and present the **simulation software** worldwide.

The **simulation software** includes the simulation software currently known as "SkyExplorer" distributed by the licensee and "Media Globe Sigma SE" distributed by Konica Minolta Planetarium Co., Ltd. and its modification or technological evolution thereof.

A modification of the name of the **simulation software** or a technological evolution and therefore of software version evolution will be explicitly considered as the same **simulation software** from the point of view of this agreement, and therefore such change will not affect the rights and obligations of both **licensor** and **licensee**.

(2) The **licensor** explicitly understands that the **licensee** is distributing the **simulation software** worldwide both free of charge and non-free of charge to its business partners, agents, representatives, distributors and customers, hereinafter known as the "**partners**". The **licensee** may have the **partners** copy, use, sell, import, export and distribute the **simulation software** where **the models** is incorporated worldwide without any additional fees, with the limitation that the **simulation software** must be used for planetarium.

(3) **The models** may not be resold neither distribute separately from the **simulation software** to third parties.

(4) The **licensee** will clearly mark the origin of **the models** and other accompanying material with the official version of the INAF logo and the name of the author/s of the product has to be included in the description of the product;

The **licensee** and **partners** may use images and movies derived from **the models** both for promotional and commercial purposes on their website, in movies, in printed form or other form if credit is given to the "INAF" trademark and with the limitation that the derived form remain in the planetarium field.

(5) The **licensor** may use images and movies derived from **the models** for promotional purposes on their website, in promotional movies or in printed form in respect of the point 4.

The **licensor** retains the copyright and the right at any time to use **the models** for other commercial or non-commercial applications that do not include the live-interactive presentations in a planetarium dome.

(6) The **licensee** will not charge its users for any additional fee related to **the models**. It is clearly stated that the **licensee** will only charge for the license of its **simulation software**, and will distribute **the models** as much as possible to its user's community for free. Therefore, no specific license agreement will be signed between the **licensee** and its users.

2. Integration of the models:

The **licensor** delivers to the **licensee** the models in the format available on his side. The **licensee** will get the models "as is" and it will be his responsibility to adapt the models for its **astronomical software**. The **licensee** cannot blame the **licensor** for any impossibility or any difficulty related to this integration.

Once integrated in its **astronomical software**, the **licensee** will send some screenshot of the **astronomical software** of **the models** implemented to the **licensor** to get its approval on its integration.

Each model integrated must get the approval by email from the **licensor** before its distribution by the **licensee**.

The **licensor** will have 2 weeks to comment a model, without any feedback from the **licensor** within 2 weeks from the email sent by the **licensee**, the approval will be considered as granted.

3. Non-Exclusive License:

The licensee understands that this license granted to the **licensee** by the **licensor** is a non-exclusive license, therefore the licensor is free to grant license the use of models to whoever, even for planetarium software purposes, with no obligations towards the licensee.

4. Intellectual property ownership:

The intellectual property and copyright of **the model** remains with the **licensor**.

5. Term:

This agreement shall become effective on September, 2020 and shall remain in effect perpetually. Licensor and Licensee might extend the provisions of this agreement to new models by exchange of written notes:

Signature Licensee

Signature Licensor

Sorbiers, France
Date: 27/05/2020

XXXXXX,
Date:

Italy


 **RSACOSMOS**
Rue des Mineurs - ZI de la Vaure - CS 80945
42290 SORBIERS - FRANCE
SAS au capital de 200 000€
RCS de Saint-Etienne N° 444 574 610
N° TVA : FR 32 444 574 610

Annex 1

NAME	LINK	AUTHOR	REFERENCE
Supernova Remnant Cassiopeia A	https://skfb.ly/6RBPp	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Orlando et al. 2016, ApJ 822, id.22
The recurrent nova V745 Scorpii	https://skfb.ly/6SVWvN	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Orlando et al. 2017, MNRAS 464, 5003
Jets of gas from an infant star	https://skfb.ly/6Rq69	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo The Milky Way image is from ESO/S. Brunier	Ustamujic et al. 2016, A&A 596, A99; 2018, A&A 615, A124
The remnant of the supernova 1987A	https://skfb.ly/6QTXF	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Orlando et al. 2015, ApJ 810, id. 168.
The nova outburst of U Scorpii observed in 2010	https://skfb.ly/6Rn8u	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Drake & Orlando 2010, ApJL 720, L195.
The birth of a star II	https://skfb.ly/6RPnX	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Orlando et al. 2011, MNRAS 415, 3380; Colombo et al. 2019, A&A 624, id.A50.
The blue supergiant Sanduleak -69° 202a	https://skfb.ly/6RTQr	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Orlando et al. 2019, A&A 622, id.A73.
Giant coronal mass ejection in an active star	https://skfb.ly/6RDOJ	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Argiroffi et al. 2019, Nature Astronomy 3, 742.
Pulsar, a magnetized rotating neutron star	https://skfb.ly/6RKMq	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	
55 Cancri e, a fiery volcanic extrasolar planet	https://skfb.ly/6R6Pt	Salvatore Orlando INAF – Osservatorio Astronomico di Palermo	Modirrousta-Galian et al. 2020, ApJ 888, id. 87.