

**:: SIMPLY SUBSCRIBE ::**

**TO THE ARCHIVISION DIGITAL RESEARCH LIBRARY**

**SIMPLY SUBSCRIBE PROVIDER AGREEMENT – WITH ARCHIVISION INC.**

**IN MDID ON AN ARCHIVISION SERVER**

**(the “Agreement”)**

**Version Sept. 28. 2011**

Name of firm: \_\_\_\_\_

# of offices requesting access: \_\_\_\_\_ Office names (with # of design professionals per office):

\_\_\_\_\_  
Total number of design professionals requesting access in all offices: \_\_\_\_\_

Contact address: \_\_\_\_\_

Contact name & title: \_\_\_\_\_ email: \_\_\_\_\_

Phone: \_\_\_\_\_ fax: \_\_\_\_\_

Local image delivery system currently in use, if any: \_\_\_\_\_

YOUR ANNUAL SIMPLY SUBSCRIBE FEE IS: \$\_\_\_\_\_ for the duration of \_\_\_\_\_ annual term(s)

You are paying for \_\_\_\_\_ annual terms up front? (to a maximum of 3 annual terms)

Note: If you wish to pay up front for more than one annual term please ask for a quote first ([scott@archivision.com](mailto:scott@archivision.com)).

**1) Introduction**

- (a) Scott Gilchrist B. Arch., M. Arch., holds a library of architectural, archaeological, historical, art and artistic digital images, videos, and QuickTime VR scenes (collectively the “**Images**”). When Images are combined with our extensive, researched metadata within a database delivery system the library is called the Archivision Digital Research Library (the “**Library**”). The Library is divided into Modules and periodically grows via the addition of new Addition Modules.
- (b) Scott Gilchrist is the photographer for the majority of the Images in the Library. Scott Gilchrist and Archivision Inc. are the owner of all copyrights in the Images.
- (c) Archivision Inc. (“**Archivision**”) also administers and enforces copyrights to the Images and grants licenses or subscription access to use the Images on behalf of Scott Gilchrist.

This Agreement sets forth the terms under which the Subscriber may obtain subscription access to the Library and the permitted use and limitations of all Images with such access.

## 2) Definitions

- (a) **“Addition Module(s)”** is defined as a Module added to the Library at any time, of which Addition Modules One through Six, containing roughly 6,000 Images each, are currently available
- (b) **“Annual Term”** is defined as a one-year period of time for which Subscription has been paid for, which is the default Subscription Term under this Agreement.
- (c) **“Base Module”** is defined as the charter portion of the Library, containing roughly 16,000 Images.
- (d) **“Image”** is defined as the architectural, archaeological, historical, art and artistic digital images, videos, and QuickTime VR scenes made available to the Subscriber under this Agreement.
- (e) **“Library”** is defined as the aggregate of all Images, combined with extensive, researched metadata within a database delivery system made available by Archivision, which currently includes the Base Module as well as Addition Modules One through Five, for an aggregate total of exactly 47,000 Images.
- (f) **“License Agreement”** is defined as the agreement governing the use of Images, once subject to Ownership by Subscriber, should the Subscriber later switch to a buy model.
- (g) **“Licensed User(s)”** is defined as but not limited to design professionals who work full or part time for the design firm including support staff and clients that are given access to the Library or any portion thereof by the Subscriber.
- (h) **“Module(s)”** is defined as specific divisions of the Library, consisting of the Base Module of 16,000 Images and Addition Modules, each of which currently includes approx. 6000 images.
- (i) **“Ownership”** is defined as the right to host, download, make copies of, and generally use the images for the personal use of the Subscriber and its Licensed Users in perpetuity, but shall not include the right to sell, rent, alter or share (other than with the Licensed Users) the Images or any other similar action, including those actions specifically prohibited under paragraph 3h) of this Agreement.
- (j) **“Rental Fee”** is defined as the fee Archivision charges to a Subscriber for rental access to the Library for one year’s use by the Subscriber and its Licensed Users, included in the Subscription Fee along with the Service Provider Fee.
- (k) **“Service Provider(s)”** is defined as any sanctioned commercial entity, currently including Archivision Inc. and Luna Imaging Inc., which provides subscription access to the Library via this Agreement and on its own server using their database and interface. The Service Provider will load new Addition Modules, as and when such Addition Modules are made available by Archivision, as well as make annual updates to Images and data supplied by Archivision, when made available.
- (l) **“Service Provider Fee”** is defined as a separate fee a third party Service Provider sets and charges for providing access and use of their server and database interface for the Archivision Simply Subscribe service. The Service Provider Fee is currently built into the Simply Subscribe Fee and is the same fee Archivision charges for set-up of its MDID option.
- (m) **“Site License”** is defined as a separate license for the Ownership of the Library or of certain Modules. A Site License must be signed and a one time fee paid before ownership of images is granted.
- (n) **“Subscriber”** is defined as \_\_\_\_\_(firm name)

- (o) **“Simply Subscribe”** is defined as rental access via Annual Terms or other Subscription Terms to the Library on a remote server, whether some or all Modules have been licensed in perpetuity and paid for by the Subscriber or not, and where this Agreement is on file with Archivision.
- (p) **“Simple Subscription Fee”** is defined as the combination of the Rental Fee and the Service Provider Fee, invoiced directly to the Subscriber by Archivision. Archivision will invoice you for this single fee and pay any third party Service Provider their portion of the fee where you have chosen a third party service, if available.
- (q) **“Subscription Term”** is defined as the period of time for which Simply Subscribe has been paid for, as mutually agreed upon in writing by the parties, it being understood and agreed that the minimum subscription term shall be the Annual Term.
- (r) **“Term End Date”** is defined as the date the Subscription Term paid for ends.
- (s) **“Term Start Date”** is defined as the day the Subscription Term starts, being the date on which this Agreement is countersigned by Archivision, unless another date is mutually agreed upon in writing by the parties.

### **3) Terms and conditions**

#### **(a) Activation of Simply Subscribe**

Simply Subscribe will be activated by Archivision, your chosen Service Provider, upon receipt of 1) your PO or payment to Archivision as per an invoice addressed to you from Archivision for your Subscription Term and 2) a signed copy of this Agreement, which we will counter sign and fax back to you, unless you are notified otherwise as per mutual agreement. Annual Subscription Fees paid cover the date from when this Agreement was countersigned and dated by Archivision until one calendar year has passed from that date and subsequent Annual Terms for which you have requested and paid for access and where no notice of change of terms is given by the Service Provider or you.

#### **(b) Cancellation, change of Service Provider**

You may at any time cancel your Simply Subscribe service. However, any Subscription Fees already paid are not refundable, unless a change in Service Provider is made within 30 days from the execution of this Agreement and before payment has been received and deposited, in which case a new Agreement must be signed.

#### **(c) Ownership right**

The Simply Subscription service does not grant ownership of Archivision Modules over time. Ownership is only made available via our Subscribe To Own product and is not addressed in this document.

#### **(d) Ownership option**

Any client of Simply Subscribe may switch to an ownership model at any time. You can start with the Base Module and any combination of Addition Modules you wish (in sequence only). Ask us for details. However, no fees paid for the Simply Subscribe product will be applied to the purchase fee; however, we do quote deep discounts to encourage ownership of our Library upon request.

#### **(e) Term, Renewal and Termination**

This Agreement shall be for an Annual Term, commencing upon the date written below which is the date of signature unless Subscriber has requested a longer Subscription Term. You may renew your Subscription for a similar Term by paying your renewal Subscription Fee 60 days before your then current Subscription Term expires. We will terminate access with a final 30-day if no payment is received within 30 days from such final notice. Your subscription fee paid is guaranteed to remain the

same rate for THREE consecutive years at a time. A revised Simply Subscription annual fee will be provided 60 days prior to the end of this THREE-YEAR sequential term.

Upon cancellation of your Subscription, either by written statement to Archivision by you or non-payment of your renewal Subscription Fee, your access to the Library will be automatically terminated, and you agree to give up the right for further use of the Images in your possession. You will destroy all Images copied on your servers or elsewhere, with the exception of Images for which Ownership was already granted via a signed Site License, if any. After a period of 60 days from the date you were notified of termination Archivision might request a written statement certifying that all copied Images have been destroyed. It is suggested that the Subscriber notify all Licensed Users that its Subscription has been or will soon terminate.

**(f) Copyright**

Archivision retains full copyright in all Images accessed and/or downloaded by the Subscriber and/or its Licensed Users, even should Ownership of Modules be granted to the Subscriber via a Site License. All Images are protected under international copyright law and other applicable intellectual and proprietary information laws.

**(g) Permissible use**

Images accessed via Subscription may be viewed online, downloaded and used exclusively for educational, research and personal use, on a not-for-profit basis only, e.g. in client presentations, conferences, brochures given away and where design professionals teach: in lectures, classroom seminars etc. Subscriber and Licensed Users may download, print or duplicate and use Images, including use in conjunction with presentation software, e.g., PowerPoint, and in an online or off-line environment. An Image or collection of downloaded Images may also be (i) placed on a web page for study or (ii) placed into Electronic Classroom Management Systems, such as Blackboard, so long as access to that page is restricted to Licensed Users only, including but not limited to, through the use of a password. In all cases any permitted use of the Images is limited to the Term of your Simple Subscription.

**(h) Prohibited use**

Neither the Subscriber nor its Licensed User will:

- (i) Rent, lease, publish, time-share, or sub-license or in any other way use or authorize the use of any Archivision Image or derivative for profit;
- (ii) Use or authorize use of any Image, or any part thereof, as a trademark, logo or service mark;
- (iii) Claim any proprietary right of any kind in any Image or derivative;
- (iv) Publish, disseminate, or authorize the publication or dissemination of any work or compilation or collective work including books and CD ROMs containing one or more Images or derivatives, where these works are for profit, without written agreement with Archivision, and an additional license fee being paid.

The Subscriber or its Licensed User may acquire other rights, including publication and commercial use rights, via our Royalty-Free website currently found at <http://stock.archivision.com/>.

**(i) Service Liability**

While every precaution has been taken to avoid service interruption Archivision is neither responsible

nor liable in any manner for any interruption in access to the Library. Should Archivision need to terminate the access, for any reason, Archivision will, as per Subscriber's written request, 1) offer access with another Service Provider of Subscriber's choice (if available) and 2) transfer the portion of the Subscription Fee paid to Archivision for the outstanding portion of the then current Term to the new Service Provider reducing Service Provider Fee payable by Subscriber to the new Service Provider (if any and if possible). If no other Service Provider is available for such transfer, Archivision shall incur no further liability, and Subscriber shall not be entitled to any refund.

**(j) Technical requirements/condition**

Use of the Library under this Agreement shall be subject to the technical conditions and requirement set out in Schedule "A", which shall form an integral part of this Agreement. Subscriber shall complete the information set out in Schedule "A" (contact information of hosting administrator/IT specialist).

**(k) Choice of law**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_(your US Sate or Canadian Province), to the exclusion of its conflict of law provisions.

**(l) No Assignment**

The Subscriber shall not assign this Agreement or any of its rights and obligations hereunder.

**(m) Entirety of the Agreement**

The terms and conditions of this Agreement supersede all prior oral and written agreements between the parties and shall constitute the entire agreement between the parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the parties.

**(n) Scope of the Agreement**

This Agreement shall apply to the entire Library, including any new Addition Modules that may be added from time to time following the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties, Archivision and the Subscriber have caused this Agreement to be executed by their duly authorized representatives (**firm president, CEO, Head Librarian or signing officers / licensing is sufficient**) as of the respective dates mentioned below (the Term Start Date for your initial Subscription Term will commence in the date this Agreement is countersigned by Archivision).

**Archivision Inc:**

\_\_\_\_\_  
**name of firm**

By: \_\_\_\_\_

Scott Gilchrist, President

By: \_\_\_\_\_

write name /  
title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

write name /  
title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Please fax this agreement page back with your signature(s) to 514-332-1445 and we will counter sign and fax it back to you. Alternately, you can print out two (2) copies, sign both, and mail both copies to us for our counter signature – we will then mail one copy back to you.

Please mail to:

**Archivision Inc.**  
2878 Chamonix  
Montreal, QC H4R 3B7  
CANADA

**FAX: 514-332-1445**

toll free: 877-655-9855  
[contact@archivision.com](mailto:contact@archivision.com)

For Archivision use:

FIRM Client # \_\_\_\_\_  
Term Start Date: \_\_\_\_\_  
Term End Date: \_\_\_\_\_

## SCHEDULE "A"

### :: ARCHIVISION SIMPLY SUBSCRIBE IN MDID - DETAILS ::

*\*Note: MDID (Madison Digital Image Database) is open source, there is no software license required to use this service (no back-end license required with unlimited use by the Subscriber).*

>> INTERFACE IS CURRENTLY IN THE LATEST VERSION OF MDID2; TESTING IS UNDERWAY FOR MDID3 AND DEPLOYMENT IS PLANNED FOR 2012, ASSUMING TESTING IS COMPLETED ON SCHEDULE

Maximum download access is to a 1500 pixel file and derivatives in JPG format. Video files are compressed in H.264 format, to be streamed in a flash container once MDID3 is deployed. Access is provided to all published Archivision content including the full associated metadata.

Site wide access to the MDID service is controlled via a public IP address range provided by the Subscriber,. Further authentication is needed via username and password to access MDID. This directory of users is managed by the Subscriber though we can assist you in tailoring the configuration. Remote or off-campus access, via a vpn server for example, is the responsibility of the Subscriber.

#### Limited User Features

Simply Subscribe is a no thrills basic search and delivery product. Full access to all features in MDID is not available via Simply Subscribe, only via our Subscribe To Own subscription product. Specifically the Subscriber may NOT make MDID image groups and slide shows as other institutions will also have access to the single Simply Subscribe build and doing so would cause too many problems for all. In addition, the Subscriber will NOT be able to make statements on the announcement page. However, all image derivative sizes made available may easily download and transfer to PowerPoint or other off-line applications but must remain behind firewalls..

#### Support Options

Free MDID support is available by joining the MDID user group listserv here: <https://listserv.jmu.edu/cgi-bin/wa?A0=MDID-L>

For questions about the use or set-up of a local Archivision MDID installation at your site, Archivision offers a paid support service by phone where you may talk with our IT Specialist at the rate of \$75 per incident with Visa or invoice where a PO is produced first (limit 2 hours per call and before 5PM EST).

Please note: Archivision plans the migration to MDID3 during 2012 and consequently some aspects of the interface will change. Archivision reserves the right to make modifications and improvements to the software and database from time to time, such as larger thumbnails with "pull to full screen view", enhanced search queries, etc. Any planned maintenance to the site that will limit access to the MDID server will be announced at least one week in advance on the announcement page and by email to the Subscriber's principal contact person. Archivision is the sole administrator of the MDID database.

#### **Designated local hosting administrator or IT specialist as contact:**

**You may attach a separate page with your IP range (please indicate which offices they are for and the class type)**

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Version Oct., 2011