

**:: SUBSCRIBE TO OWN ::**

**TO THE ARCHIVISION DIGITAL RESEARCH LIBRARY**

**SUBSCRIBE TO OWN PROVIDER AGREEMENT – POWERED BY LUNA**

**>> On a Luna Imaging server <<**

**with vrcHost acting as agent for the Archivision Library**

**vrcHost will quote and invoice you for services and ask Luna to turn on access with  
receipt of your PO # or payment**

**(the “Agreement”)**

**Name of Institution(s):** \_\_\_\_\_

**# of campuses requesting access:** \_\_\_\_\_ **Campus names:**

\_\_\_\_\_

**If a consortium, official name:** \_\_\_\_\_

**Total number of students (full & part time) at your institution:** \_\_\_\_\_ **year:** \_\_\_\_\_

**If a consortium, list total # of students per institution (or email us list):**

\_\_\_\_\_

\_\_\_\_\_

**Contact address:**

\_\_\_\_\_

**Contact name & title:** \_\_\_\_\_

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

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

**Archivision Library Modules you have licensed to date, if any (circle): ALL / BASE / ONE / TWO / THREE / FOUR / FIVE / SIX / SEVEN / EIGHT / NINE / TEN / ELEVEN / TWELVE / THIRTEEN/ FOURTEEN / FIFTEEN / ART A / ART B / ART C / ART D / ART E**

**Note: Ownership of Modules does not change your Subscription Fee, but will grant you access to full resolution files for those Modules.**

### ::: FEES :::

BASED ON THE SIMPLY SUBSCRIBE FEE TABLE at  
<https://archivision.com/educational/subscription.html>

YOUR ANNUAL FEE IS: \$ \_\_\_\_\_ for the duration of ONE annual term (if you are a consortium kindly request a reduced fee quote).

#### 1) Introduction

1. (a) Scott Gilchrist B. Arch., M. Arch., holds a library of architectural, archaeological, historical, art and artistic digital images, videos (collectively the **"Images"**). When Images are combined with Archivision's extensive, researched metadata within a database delivery system the library is called the Archivision Research Library (the **"Library"**). The Library is divided into Modules and periodically grows via the addition of new annual Modules.
2. (b) Scott Gilchrist is the photographer for the majority of the Images in the Library. Scott Gilchrist is the owner of all copyrights in the Images.
3. (c) vrchost, LLC (vrchost) 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

1. **"Addition Module(s)"** is defined as a Module added to the Library at any time, of which Addition Modules One through Fifteen with 6,000 images each; plus five Art only Modules of 3,000 images each, containing roughly 124,000 Images total currently available. Additional modules becoming available in the future (if any) will be made accessible to you under this agreement at the end of each calendar year.
2. **"Library"** is defined as the aggregate of all Module Images, or 124,000 Images, combined with extensive, researched metadata.
3. **"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.
4. **"Base Module"** is defined as the charter portion of the Library, containing roughly 16,000 Images.
5. **"Image"** is defined as the architectural, archaeological, historical, art and artistic digital images, videos made available to the Subscriber under this Agreement.
6. **"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.
7. **"Licensed User(s)"** is defined as but not limited to registered students, faculty and staff at the Subscriber institution and members of alumni and the walk-in

public that are given access to the Library or any portion thereof by the Subscriber.

8. **"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.
9. **"Rental Fee"** is defined as the fee charged 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.
10. **"Service Provider(s)"** is defined as any sanctioned commercial entity, currently including vrcHost LLC 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.
11. **"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 built into the Simply Subscribe Fee.
12. **"Site License"** is defined as a separate license for the Ownership of the Library or of certain Modules. A Site License must be signed before ownership of Modules is granted.
13. **"Subscriber"** is defined as \_\_\_\_\_(institution name)
14. **"Subscribe Fee"** is defined as the combination of the Rental Fee and the Service Provider Fee, invoiced directly to the Subscriber by vrcHost. vrcHost will invoice you for this single fee and pay any third party Service Provider their portion of the fee.
15. **"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.
16. **"Term Start Date"** is defined as the day the Subscription Term starts, being the date on which this Agreement is countersigned, unless another date is mutually agreed upon in writing by the parties.
17. **3. Terms and conditions**  
**Activation of Subscribe To Own**
18. **(a)** Fee along with the Service Provider Fee.
19. Subscribe to Own will be activated upon receipt of 1) your PO or payment as per an invoice addressed for your Subscription Term and 2) a signed copy of this Agreement, unless you are notified otherwise as per mutual agreement. Annual Subscription Fees paid cover the date from when this Agreement was countersigned and dated 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.
20. **(b) Cancellation**

21. You may at any time cancel your Subscribe To Own service. However, any Subscription Fees already paid are not refundable.
22. **(c) Ownership right**
23. The Subscribe to Own service grants ownership of Archivision Modules over time. You must sign a Site License agreement at the end of the first Annual Term or upon termination for ownership of Modules you own.
24. **(d) Term, Renewal and Termination**
25. 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 notice if no payment is received within 30 days from such final notice.
26. Upon cancellation of your Subscribe To Own service, either by written statement to vrcHost 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, to be signed at termination of the Subscribe to Own service. After a period of 60 days from the date you were notified of termination vrcHost 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.**
27. **(e) Copyright**
28. Scott Gilchrist retains full copyright in all Images accessed and/or downloaded by the Subscriber and/or its Licensed Users, even should Ownership of specific 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.
29. **(g) Permissible use**

Images accessed via Subscription may be viewed online for research, downloaded and used exclusively for educational, research and personal use, on a not-for-profit basis only, e.g. in lectures, classroom seminars, student papers, assignments, presentations, theses and report covers and, provided that the Images be used for such purposes only, 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 classroom 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. Reasonable numbers of Images may be placed into electronic reserves for specific courses of instruction offered by the Subscriber, where access is restricted to Licensed Users, and such access is limited to the duration of the course. In all cases any permitted use of the Images is limited to your Subscription Term.

#### **(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 digital projects containing one or more Images or derivatives, where these works are for profit, without written agreement with Scott Gilchrist, and an additional license fee being paid.

The Subscriber or its Licensed User may acquire other rights, including publication and commercial use rights, by contacting the copyright holder Scott Gilchrist at [scott@archivison.com](mailto:scott@archivison.com).

#### **(i) Service Liability**

While every precaution has been taken to avoid service interruption neither vrcHost nor Luna Imaging are responsible nor liable in any manner for any interruption in access to the Images. Should Luna Imaging need to terminate the access, for any reason, vrcHost 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 vrcHost 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, vrcHost 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 requirements 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 COUNTIES of \_\_\_\_\_ (your US State or Canadian Province OR UK county), 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, vrcHost and the Subscriber have caused this Agreement to be executed by their duly authorized representatives (**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 on the date this Agreement is countersigned by vrcHost which will also be the date your access is initiated by Luna Imaging).

Signing Officers for the educational institution:

Institution: \_\_\_\_\_

Officer's name: \_\_\_\_\_

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

vrcHost LLC, on behalf of Scott Gilchrist, acting as agent for  
Archivision Images:

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

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

Please scan and email this form with your signature(s) to [info@vrchost](mailto:info@vrchost).

Alternately, print out two (2) copies, sign both, and mail both copies to:  
vrcHost LLC, 8345 NW 66 St. #B1497, Miami, FL, 33166

## Addendum A

### :: ARCHIVISION SUBSCRIBE TO OWN POWRED BY LUNA - details ::

Viewing the Archivision library in the LUNA browser provides users with more than just pages of thumbnails. Along with the most sophisticated viewing tools available, LUNA gives users powerful tools for discovering, organizing, personalizing, and sharing content.

#### **Archivision delivery in LUNA includes access to the free collections on the LUNA Commons.**

Take advantage of the massive amount of free content in the LUNA Commons. Your subscription to Archvision combines Archivision delivery with other public LUNA collections from [www.lunacommons.org](http://www.lunacommons.org). **New Archivision subscribers can additionally receive a discount of 15% on a new AMICA Library subscription (contact [amica@davidrumsey.com](mailto:amica@davidrumsey.com) for details).**

#### **Access**

Access is provided to all published Archivision content including the full associated metadata. The LUNA browser supports both the download/export of Archivision images as JPGs and through LUNA's PowerPoint export from a Media Group or a Presentation. While you may view the full high- resolution files in the LUNA browser, the maximum download resolution for a full-size image is limited to a 1536 pixel (on the long-side) file in JPEG format.

#### **Authentication**

Institutional authentication to LUNA is controlled via IP ranges provided by the Subscriber. Once authenticated, users may register to enable many additional features of LUNA. End user registration enables users to create media groups and include external resources through the Flickr API.

#### **Expanded Features**

Options for advanced authentication as well as the ability to include personal content (My Uploads) along with departmental and institutional collections are available through LUNA's Hosted Service for an additional fee. Contact the team at Luna Imaging to learn more – [sales@lunaimaging.com](mailto:sales@lunaimaging.com).

**Designated local hosting administrator or IT specialist as contact:**  
**You may attach a separate page with your IP range (please indicate which campus or campuses they are for and the class type)**

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
\_\_\_\_\_