

**:: SUBSCRIBE TO OWN ::**

**TO THE ARCHIVISION RESEARCH LIBRARY**

*currently 72,000 high quality images*

**ARCHIVISION SUBSCRIBE TO OWN PROVIDER AGREEMENT – IN MDID3**

managed by vrcHost / www.vrcHost.com

(the “Agreement”)

Version June 2014

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: \_\_\_\_\_

Existing Module client of Archivision (circle)? YES / NO Sales rep. if any? \_\_\_\_\_

Archivision Library Modules you have licensed to date, if any (circle): BASE / ONE / TWO / THREE / FOUR / FIVE / SIX / SEVEN / EIGHT / NINE

**Note: Ownership of Modules does not change your Subscription Fee. However, vrcHost can allow access to the full resolution files (3,100 pixels) for download for modules you own upon written request to [scott@archvision.com](mailto:scott@archvision.com). This includes Modules you purchase over time via this plan.**

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

**Note: If your local delivery system is MDID3 you may contract with vrHost to allow cross collection searches with partner vendor collections you own or subscribe to at vrcHost. Please contact vrcHost for more information and a customized quote: [info@vrcHost.com](mailto:info@vrcHost.com)**

**::: FEES :::**

BASED ON THE **SUBSCRIBE TO OWN FEE TABLE** at [www.archivision.com](http://www.archivision.com) YOUR ANNUAL FEE

IS: \$\_\_\_\_\_ for the duration of ONE annual term OR \_\_\_\_\_ annual terms (if you wish to pay for more than one annual term up front contact your sales rep for a reduced fee quote; if you are a consortium also kindly request a reduced fee quote)

**Note: Archivision will review and may adjust your fee prior to signature and invoice. vrcHost will invoice you directly for any fees associated with their Extended Plan where you contract with them for expanded storage space and additional log in accounts, etc., as outlined in Schedule “A” below.**

## 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, usually annually, of which Addition Modules ONE through NINE, containing roughly 6,000 Images each, are currently available. Archivision will supply a new Module to vrcHost each year which they will add to the Archivision Library you access via MDID3.
- (b) “**Addition Ownership Term**” is defined as an aggregate one (1) year Subscription Term (whether continuous or discontinuous) following the end of the Base Ownership Term, entitling the Subscriber to the Ownership of an Addition Module.
- (c) “**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.
- (d) “**Base Module**” is defined as the charter portion of the Library, containing roughly 16,000 Images.
- (e) “**Base Ownership Term**” is defined as an aggregate two (2) year Subscription Term (whether continuous or discontinuous), entitling the Subscriber to the Ownership of the Base Module.
- (f) “**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.
- (g) “**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 NINE, for an aggregate total of around 72,000 Images. The Library is expected to grow by 6000 images each year.
- (h) “**License Agreement**” is defined as the agreement governing the use of Images, once subject to Ownership by Subscriber.
- (i) “**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.
- (j) “**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.
- (k) “**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, 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.

- (l) **“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.
- (m) **“Service Provider(s)”** is defined as any sanctioned commercial entity which provides 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, and as per mutual agreements.

There are currently two (2) sanctioned Service Providers: 1) vrcHost powered by MDID3 and 2) Luna Imaging, Inc. powered by LUNA.

- (n) **“Service Provider Fee”** is defined as a separate fee the Service Provider sets and charges for providing access (bandwidth) and use of their server and database interface (where applicable). The fee also includes the loading of new Addition Modules and maintenance and costs of the database and server, upgrading software, etc. The Service Provider fee is included in your Subscribe to Own fee.
- (o) **“Site License”** is defined as a separate license for the Ownership of the Library or of certain Modules, whether granted via successive Subscription Terms as specified in this Agreement or by purchase.
- (p) **“Subscriber”** is defined as \_\_\_\_\_(institution name)
- (q) **“Subscription”** 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.
- (r) **“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 the third party Service Provider their portion of the fee.
- (s) **“Subscription Term”** is defined as the period of time for which Subscription 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.
- (t) **“Term End Date”** is defined as the date the Subscription Term paid for ends.
- (u) **“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 Subscription

Subscription will be activated by 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) Continuous subscription for four (4) years**

If you renew your Subscription for Subscription Terms which equal, in the aggregate, four (4) consecutive years we will guarantee the annual Subscription Fee will not change during that four (4) year period. You may also pay up front for up to four (4) years of Subscription at a time. At the end of any Subscription Term(s) of four (4) consecutive years, Archivision will provide Subscriber with a new quote which, if accepted by Subscriber, shall become the revised Subscription Fee applicable for the next four (4) consecutive years.

**(c) Cancellation, change of Service Provider**

You may at any time cancel your Subscription. 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.

**(d) Ownership right**

Upon expiry of the Base Ownership Term, Subscriber shall be granted Ownership of the Base Module. Once the Base Ownership Term is met, subscriber shall be granted Ownership of one additional Module (in module sequence only) following each Addition Ownership Term. Upon completion of the Base Ownership Term or of an Addition Ownership Term, as the case may be, Archivision will send out to Subscriber the relevant Module's content on a hard drive. Subscriber will need to sign a Site License before shipment of the Base Module, it being however understood that all Addition Modules subsequently acquired by the Subscriber shall also be governed by the License Agreement. North America subscribers will need to pay the standard shipping fee, currently at \$75 USD (fee includes keeping the hard drive as your back up). For Subscribers outside North America the shipping fee is \$300 USD and also includes keep the hard drive.

**(e) Ownership option**

Before the Base Ownership Term is met, Subscriber may ask for a quote, in which case Archivision will subtract 50% of the Subscription Fee already paid by the Subscriber during the Base Ownership Term from the quoted Ownership fee.

Similarly, before an Addition Ownership Term is met, Archivision will also apply 50% of the Subscription Fee already paid by the Subscriber during that Addition Ownership Term on the quoted price of the relevant Addition Module.

**(f) 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.

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 may 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.

### **(g) Copyright**

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

### **(h) Permissible use**

Images accessed via Subscription are limited to 1,500 pixels on the long side. They may be viewed online, 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 the Term of your Subscription.

### **(i) 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/>.

### **(j) 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 via its third party service provider vrcHost, nor is vrcHost in any way liable. Should vrcHost 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.

**(k) 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).

**(l) 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 or UK county), to the exclusion of its conflict of law provisions.

**(m) No Assignment**

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

**(n) 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.

**(o) 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 (**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 the date this Agreement is countersigned by Archivision).

**Archivision Inc:**

\_\_\_\_\_  
**name of Institution**

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

Scott Gilchrist, President

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

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

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

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

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

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

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

NOTE: Please scan and email this signed agreement back to us at [scott@archivision.com](mailto:scott@archivision.com) or fax this agreement page back to us at 866-222-4370 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.**  
9250 Yvon-Paiement  
Mirabel, Quebec J7N 0E9  
CANADA

**FAX: 866-222-4370**

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

For MDID Imaging use:

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

## SCHEDULE "A"

### :: ARCHIVISION SUBSCRIBE TO OWN IN MDID 3 managed by vrcHost - FEATURES ::

*\*Note: MDID (Madison Digital Image Database) is an open source search, presentation and delivery interface, there is no software license required to use this service (no back-end license required) with unlimited use by the Subscriber. You may load MDID at no charge on your server and integrate your local content with content hosted at vrcHost you own or subscribe to. You may also contract with vrcHost to integrate for you.*

#### Overview of Features

##### **Search and Discovery**

MDID offers faceted search results, simple and advanced search options, and full text search to discover images, audio, video and PDFs.

##### **Personalized Content**

Add media by uploading your own content or choose Flickr integration.

##### **Web 2.0 Tools**

Direct linking to search results, images and presentations allows users to easily integrate select content with social media, courseware, etc.

##### **Create**

Build and show presentations in single or dual projection classrooms, export to PowerPoint, add annotations and so much more!

##### **Access Controls**

Control access to individual images, collections, and presentations. Restrict delivered image sizes dependent on a user's role at the institution.

#### Image Files

Maximum download file sizes as per the following status:

- 1) FACULTY -- up to 1,500 pixels (long side) via faculty accounts we provide
- 2) STUDENTS -- up to 1024 pixels (long side) via IP range
- 3) OWNED IMAGES – full 3,100 pixels (long side) for Archivision Modules you own

All images in JPG format. Video files are compressed in H.264 format, and streamed in a flash container. 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 full MDID features.

#### MDID Updates

INTERFACE IS CURRENTLY IN THE LATEST VERSION OF MDID 3 on a vrcHost server; and will be updated from time to time as updates become available by vrcHost. This service is included in your Simply Subscribe Fee.



## Included MDID Features & Upgrade Options

:: **Basic Plan** (all features included in your Simply Subscribe fee except where indicated)

- Access to collections offered through vrcHost partner vendors (ownership or subscription access as per your license status and availability)
- Limited amount of storage space to supplement those collections with your own images (up to 25 GB or around 5000 5 MB JPEG/pdf files)
- Unlimited access for Subscriber via IP range you provide
- One user account provided by vrcHost for manager / curator to upload content for faculty
- Up to 15 faculty accounts provided by vrcHost to create slideshows and access full MDID features
- Optional read-only access to all users within a given IP address range
- Access to user and image access logs (one-time setup fee applies)
- Google Analytics integration (one-time setup fee applies)

:: **Extended Plan** includes all features of the Basic Plan and:

- Much more storage space for your own content (see hosting fee table at vrcHost here)
- Manually configured individual user accounts for everybody at your institution for full access to all MDID functionality
- Optional integration with your institution's user authentication system (fees apply)
- Optional customization of the user interface and features to your specifications (fees apply)
- Flickr image search integration (setup fee applies)
- Access via Shibboleth (setup fee applies)

>> Please contact vrcHost for more information and a customized Extended Plan quote: [info@vrcHost.com](mailto:info@vrcHost.com). Any additional features provided under the Extended Plan and their associated fees are outside the scope of this agreement with Archivision Inc. and are solely between you and vrcHost.

## Support Options

:: Free

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

:: Paid

You may also contract with vrcHost for an optional paid support plan. Please contact vrcHost for more information: [info@vrcHost.com](mailto:info@vrcHost.com)

## Off-Campus access by IP address

The Subscriber's IT department may set up a access through proxy or VPN. All such access is outside the scope of this agreement.

FOR MORE INFORMATION VISIT: [www.vrcHost.com](http://www.vrcHost.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: \_\_\_\_\_

**IP Range(s) at the Subscriber Institution:**

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