

SAMPLE SITE LICENSE (A)

ARCHIVISION INC. SITE LICENSE AGREEMENT (A) ***Perpetual Agreement for Digital Images and Catalog Data***

This agreement grants you the right to place Archivision Inc. digital images & catalog data onto your University restricted server as outlined in the following Site License:

Number: GENERIC

This License Agreement (hereinafter referred to as the "Agreement") is made this _____ day of _____, 2007

BETWEEN:

ARCHIVISION INC. (hereinafter referred to as "Archivision")

Head Office:

2858 Chamonix

Montreal, QC H4R 3B7

CANADA

TOLL FREE: 1.877.655.9855

FAX: 514.332.1445

EMAIL: contact@archivision.com

ATTN: Scott Gilchrist, President

AND:

(hereinafter referred to as "Licensee," "University" or "you")

UNIVERSITY NAME

University address

Your contact name is:

1) BACKGROUND

(a) Scott Gilchrist holds a digital library of architectural, archaeological, historical, art and artistic images. The images in the library are available at a reduced rate as a collection of images. This collection of images is called the Archivision Digital Research Photo Library (also "Digital Library"). Each image is referred to as an "Archivision Image" and two or more images are collectively referred to as "Archivision Images". Archivision also holds extensive researched data on each image and extensive researched background data on each subject in its Digital Library. This combined data is hereinafter referred to as "catalog data". Together, supplied Archivision Images and corresponding catalog data constitute licensed materials, hereinafter referred to as "Licensed Materials". The faculty, staff, students and other persons granted permission to use these Licensed Materials are referred to as Authorized Users in this Agreement.

ARCHIVISION INC.

(b) Scott Gilchrist, B. Arch., M. Arch., is the photographer for the Archivision Digital Library. Scott Gilchrist is the owner of all copyrights in the Licensed Materials listed in **Appendix B** ("Licensed Materials").

(c) Archivision administers and enforces copyrights to the Licensed Materials and grants licenses to use the Licensed Materials on behalf of Scott Gilchrist.

(d) Licensee desires to obtain a license to install and use the Licensed Materials at the Site(s) specified in **Appendix C** ("Site") pursuant to the terms, conditions and limitations set forth herein.

THEREFORE, The University and Archivision agree as follows:

2) The statements set out above in the BACKGROUND are true.

3) WHAT ARCHIVISION IS LICENSING TO YOU

(a) "Licensed Materials" means any and all electronically readable information provided to Licensee by Archivision, pursuant to this Agreement, specifically including computer or electronically readable versions ("digital images") of photography and catalog data. The Licensed Materials are listed in **Appendix B**.

(b) Archivision will provide the University with a high resolution 18MB digital file of each Archivision Image licensed as requested and as per the specs outlined below:

- 1) JPEG FILE: 3100 pixels x 2000 pixels (42" x 28") at 72 ppi = 18MB file when uncompressed (no additional fees apply)
- 2) TIFF FILE: 3100 pixels x 2000 pixels (42" x 28") at 72 ppi = 18MB file when uncompressed. Your additional fee for these files is: _____

Ready made Derivative files requested at no additional fee are: _____
Custom derivative files are as follows: (fee applies)

(c) All accompanying catalog data will come to the University via the following method your choose:

Free of additional charge (circle choice, if any):

- 1) **READY TO LOAD:**
 - a. As a Microsoft Excel spreadsheet. You can then map up to 80 fields of data to your fields as you wish.
 - b. A ready to load "stand alone" MDID Collection complete with MDID derivatives and controlled lists (ask for details)
 - c. A ready to load "stand along" Almagest Collection complete with Almagest derivatives and controlled lists (ask for details)

For additional fees (circle choice, if any):

- 2) **HOSTED SERVICE:**
 - a. **OPTION ONE:** Princeton U. has loaded our collection into Almagest and will soon offer instant access to the collection to your university for an annual access fee of _____
 - b. **OPTION TWO:** Luna Imaging has loaded our collection into Insight and will soon offer instant access to the collection to your university for an annual access fee of _____
- 3) **PRE-LOADED:** A ready to go “pre-loaded” collection in EmbARK Cataloguer complete with controlled lists and ready to go into EmbARK Web Kiosk (ask for fees and details)
- 4) **CUSTOM DATA PREP SERVICES:** We can help you get our metadata and images into your unique image display system. Ask for our fee schedule.

(d) While every attempt has been made to supply accurate and complete data about each Archivision image Archivision does not warrant the accuracy or completeness of the text data.

4) GRANT OF LICENSE

(a) In exchange for your payment of the License Fees set forth in **Appendix A** to Archivision, Archivision hereby grants to Licensee a non-exclusive, non-transferable perpetual license to install and use the Licensed Materials, and to install and use the associated Archivision catalog data, all for education, research and personal purposes only, on all computer systems now or in the future owned or leased by Licensee, or on any computer used by Authorized Users as defined in 5) (a) i – 5) (a) iv below, provided such Authorized Users access the Licensed Materials through the University's secure network. Your “use” of the Licensed Software is limited, however, as explained below.

5) WHO CAN USE THE LICENSED MATERIALS

- (a) The University shall be permitted to make the Licensed Materials available for educational purposes, research and/or personal use only, to
- i. *Persons officially registered as full or part-time students of the University of _____ in both degree and non-degree programs; University of _____ faculty (including emeritus faculty), and other members of the teaching staff; administrators; and employed staff;*
 - ii. *Authorized affiliates, i.e., affiliated or visiting scholars or researchers and registered participants in outreach and intern programs;*
 - iii. *Other individual authorized users sponsored by University of _____ for guest accounts in order to complete academic or administrative work;*
 - iv. *Any of the groups above at any location in the world, with appropriate authentication;*

- v. *All onsite users ("walk-ins") accessing the Licensed Materials only on public workstations within the facilities of the University of _____ Libraries and not remotely.*

6) LIMITATIONS

(a) The University may place any or all of the Archivision Images, together with the accompanying catalog data, the Licensed Materials, as a resource for the educational community of the University on a network or intranet, provided that the University restricts access to the network or intranet to Authorized Users.

(b) You may use the Licensed Materials on a multi-user network at the defined Site in **Appendix B**, and permit remote access to a computer/server located at your Site. Simultaneous display in multiple locations at or connected to the Site also is permitted so long as these multiple locations are limited to your University only, or other locations having secure electronic access to the University network.

(c) Authorized Users as defined in 5) (a) i – 5) (a) iv may use Archivision Images and derivatives for educational, research and personal use in the environment of the University, including remote locations having secure electronic access to the University network, on a not-for-profit basis, e.g. in lectures, classroom seminars, student papers, assignments, presentations, and theses, and for such purposes only may print, download or may duplicate and use Archivision Images, including use in conjunction with presentation software, e.g., PowerPoint or other presentation software such as Luna Insight, ARTStor Off-Line, etc, and in an online or off-line environment. Collections of Licensed Materials may also be placed on a web page for classroom study by an instructor so long as that page is not open to the World Wide Web but restricted in some manner, such as the use of a password;

(d) Authorized Users as defined in 5) (a) i – 5) (a) iv may incorporate selected Licensed Materials into their Electronic Classroom Management Systems, such as Blackboard, so long as access is restricted in some manner, such as the use of a password;

(e) The University and Authorized Users as defined in 5) (a) i – 5) (a) iv may use reasonable portions of the Licensed Materials in electronic reserves for specific courses of instruction offered by the University, where access is restricted to students enrolled in the course, to instructors, and to staff responsible for the electronic reserves service, and such access is limited to the duration of the course.

7) COPYRIGHT STATEMENT & SECURITY

(a) We suggest (should you not already do this) that the University post a "Blanket Conditions of Use" notice before users access Licensed Materials on its computers.

(b) Where possible we request the term "Site License" in the above statement be a link to an electronic version of this Site License.

(c) The University will use reasonable security measures to restrict the use of Archivision Images to Authorized Users, e.g., permitting remote access only to Authorized Users as defined in 5) (a) i – 5) (a) iv using an authorization/authentication protocol, e.g.

username and password. You may also use your University IP address to restrict access. Off campus access (e.g. from home or elsewhere) may be accessed via a proxy cache (this effectively replicates on campus access - the user authenticates to the network using their individual University login, and can then access any resource which is IP validated without further authentication).

(d) You are here authorized to take disciplinary actions as you deem necessary for copyright infringement or unauthorized use of one or more Archivision Images.

(e) If property or release issues should arise in respect of any one or more Archivision Images, Archivision reserves the right to require that the Archivision Images in question be removed promptly from circulation by the University upon refund of the license fee paid for each Archivision Image to be removed.

8) PROHIBITED USES

(a) The University will take reasonable steps to prevent placement of Archivision Images onto the World Wide Web, the Internet, or any form of electronic display, such as computer bulletin board or other form of on-line or internet-accessible service, and shall take reasonable steps to make Archivision Images available only to persons who are Authorized Users of the University.

(b) The University will not rent, lease, publish, time-share or sub-license or in anyway use or authorize the use of any Archivision Image or derivative.

(c) The University will not use or authorize use of any Archivision Image, or any part thereof, as a trademark, logo or service mark. The University will not claim any proprietary right of any kind in any Archivision Image or derivative.

(d) The University will not publish or disseminate nor authorize the publication or dissemination of any work or compilation or collective work including books and CD ROMs containing one or more Archivision Images or derivatives, where these works are for profit, without written agreement with Archivision Inc., and an additional license fee being paid. The University may acquire other rights, including commercial use rights, only by written agreement with Archivision.

(e) The University will not remove or altar the Archivision Inc. "watermark" or the like in the digital images as provided by Archivision under this agreement. Please note that there is a small visible copyright watermark in one corner of each image which states the following: <© Scott Gilchrist / archivision.com>. We have purposely made this watermark VERY small and it is only readable when the image is viewed at 100% and in no manner should distract from the image itself when projected or viewed. For legal reasons Archivision has been advised to maintain a visible watermark. Please see the sample images on our website for an example of this watermark.

9) TERM AND TERMINATION

(a) The License granted under this Agreement shall continue in perpetuity following delivery of the Licensed Materials unless sooner terminated as provided below.

(b) Should you breach this Agreement, Archivision will make every attempt to notify you of such breach. If you fail to correct such breach within thirty days after written notice, the License grant terminates automatically (without further notice) and you must give the Licensed Materials back to Archivision Inc., and will make reasonable efforts to delete all Licensed Materials from your computer system, and send to Archivision a letter confirming that you have done so.

10) WARRANTY AND EXCLUSIVE REMEDY

(a) Archivision warrants that Scott Gilchrist is the owner of copyrights in the Licensed Materials; and that neither Scott Gilchrist nor Archivision have received, nor are aware of any claim of infringement by a third party with respect to the Licensed Materials as of the date hereof.

11) LIMITATION OF LIABILITY

(a) ARCHIVISION'S LIABILITY TO LICENSEE SHALL IN NO CASE EXCEED THE AMOUNT OF THE LICENSE FEES PAID BY LICENSEE TO ARCHIVISION HEREUNDER. IN NO EVENT SHALL ARCHIVISION BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUFFERED BY LICENSEE, EVEN IF IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12) GENERAL PROVISIONS

(a) Archivision will maintain in its database a list of the Archivision Images licensed by mutual agreement to your University and maintain this list as you license additional images from time to time via "addition modules" of 6000 images by subject code & number of digital files provided to your University.

(b) Assignment. This Agreement may not be assigned by either party or by operation of law to any other person, persons, firms, Universities or corporations without the express written approval of the other party.

(c) Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier, and shall be deemed complete upon receipt.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Kansas.

(e) All Amendments in Writing. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01) which is attached hereto, are hereby incorporated in this contract and made a part thereof. No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede

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the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

(f) Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

The Following Appendices are attached and incorporated into this Agreement:

- Appendix A: License Fee Structure
- Appendix B: Licensed Materials
- Appendix C: Site(s)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Scott Gilchrist, on behalf of Archivision Inc:

Signing Officers for the University:

By: _____

By: _____

Date: _____

Date: _____

By: _____

Type image curator name
here or other signing officer's name

Date: _____

APPENDIX A:

Current Fees:

For campus wide access for all at the U. of _____
(_____ full and part time students):

1. BASE COLLECTION (16,000 18 MB files): \$_____

2. ADDITION MODULE ONE (6000 18 MB files): \$_____

Combined fee is \$_____ for 22,000 18MB files

derivative files ordered: _____

In addition, you may continue to license our archive addition modules at the rate of only \$_____ per 18MB file or only \$_____ per module per year for campus wide access (fee includes shipping via a hard drive and you may keep the drive for an extra \$250.00 per module licensed).

NOTE: All fees are one time and in perpetuity for all Authorized Users of the University of _____ only. A campus wide license agreement will need to be signed before we ship images along with a PO number. Metadata will be supplied in Excel for importation by you into your image delivery system unless other arrangements are made prior to shipping your order and as per mutual agreement at that time.

APPENDIX B:
Licensed Materials

1. Licensed Materials comprises one or more electronically coded pictorial, graphic or photographic works (also referred to as “digital images”) provided by Archivision, Inc. in a machine-readable medium.
2. Digital Images shall be identified by Archivision, Inc. Catalog Numbers. Licensee agrees that Archivision, Inc. numbering system shall remain in use at the site to aid in identification of works. Additional identification may be used as long as a cross-reference to Archivision Catalog Numbers is maintained.
3. Licensee shall at all times retain a complete list of Licensed Materials, along with documentation demonstrating payment of license fees.
4. Licensee agrees that Archivision, Inc. shall have absolute discretion in identifying works by Archivision, Inc. Catalog Number.
5. Licensee agrees that in the case of duplicate Archivision, Inc. Catalog Numbers, Archivision, Inc. will provide correct identification for purposes of this agreement.
6. Archivision will provide electronic files with each order identifying Licensed Materials by image Set Title and Subject Code and Number of Images in each image Set. This list is provided in a separate electronic file in MSWord and called “**Appendix_B.doc**”.
Please attach a printed version of the Appendix B to your printed version of this agreement for your records.

APPENDIX C:
Site

1. This agreement specifically permits the Licensed Materials to be used only at the University and locations designated below, and remotely as described more fully in the agreement. Additional locations must license the Materials individually.

Designated Site(s) of License:

1) University of _____

2) ?

(a) The University currently has approx. _____ FTE (Fall 2006) registered full and part time students.

(b) If the University wishes to place Archivision images on a University-Restricted server (an intranet) then the University must provide Archivision with the URL of the University image database which will contain Archivision images so that Archivision may inspect the security of the University intranet from time to time. The URL will be: __to be determined _____

(c) The University will also provide Archivision with an access code to that intranet, the access code being: _____

_____ and/or username: _____

(d) The online image presentation system you will use, or plan to use, where Archivision images will be displayed, is called: _____.

Note: If you do not yet have an online system in place put "to be provided at a later date" in the above blanks.

2. Communications regarding this agreement will be sent to the designated representative of the Licensee. This representative may change from time to time, provided written notification is delivered to Archivision, Inc. within thirty days of such change.

Designated Representative for Contact: