vrcHost's SUBSCRIBE TO OWN to the

ARCHIVISION RESEARCH LIBRARY in MDID

vrcHost, LLC, is agent to the Archivision Library

Buy over time – like subscription – but you own content one module at a time.

FOR ACADEMIC INSTITUTIONS

currently 124,000 high quality images and growing by 3000 new images each year

(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: _____

Existing Module client of Archivision (circle)? YES / NO

Archivision Library Modules you have licensed to date, if any (circle): 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 -- ALL (124,000 images)

Note: Ownership of Modules does not change your SUBSCRIBE TO OWN Fee. However, vrcHost can allow access to the full resolution files (3,100 to 6000 pixels) for download for modules you own upon written request to scott@archvision.com.

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

::: FEES :::

BASED ON THE SUBSCRIBE TO OWN 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).

Note: vrcHost will review and may adjust your fee prior to signature and invoice. vrcHost will invoice you and add 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

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 my obtain subscription access to the Library and ownership of Modules in sequence (one module per year) as per 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 6000 images each; plus 5 Art only Modules of 3,000 images each, have been added and contain roughly 124,000 Images total and currently available; starting in 2021 annual modules of 3000 each will be added at the end of each calendar year and added to your Subscribe To Own access.
2. **"Library"** is defined as the aggregate of all Module Images, currently 124,000 Images, combined with extensive, researched metadata within the MDID database delivery system made available by vrcHost.
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, availalbeat the end of the first annual term, or 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**" of a new module is grated at the end of each annual term, in sequence only, and 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 vrcHost charges to a Subscriber for rental access to the full Library (modules you do not own and includes access to modules you do own over time) 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 an 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 separate vrcHost Site License for Archivision Modules must be signed at the termination of this Subscribe To Own service or when your first Module ownership is available at the end of the first Annual Term, and upon request.

13. **"Subscriber"** is defined as
_____(institution name)

14. **"Subscribe To Own"** is defined as rental access via Annual Terms to the Library on a remote server. With payment for each annual renewal of this plan the Subscriber will have licensed in perpetuity one Archivision Module, beginning with the Base Module of 16,000 images and followed each year thereafter with the next Addition Module of 6000 images each, and then the Art Modules of 3000 images each and then the annual Modules of 3000 images each (starting end of 2021), and in sequence only. With ownership vrcHost will turn on access to the full size images or 4200 – 6000 pixels long side. You may also request that the Module you have licensed in annual sequence be provided to you via download from the vrcHost server as full size JPEGs files. If you require TIFFs an added fee will apply. Contact vrcHost at info@vrchost.com for details.

15. **"Subscription Term"** is defined as the period of time for which Subscribe to Own 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 by vrcHost, unless another date is mutually agreed upon in writing by the parties. vrcHost will countersign this agreement the date the Service Provider turns on access for the Subscriber.

Terms and conditions
Activation of Subscribe To Own

(a) Fee along with the Service Provider Fee.

Subscribe to Own will be activated by vrcHost, your chosen Service Provider, upon receipt of 1) your PO or payment to vrcHost as per an invoice addressed to you and 2) a signed copy of this Agreement, which vrcHost will counter sign and return to you, unless you are notified otherwise as per mutual agreement. Annual Subscribe to Own Fees paid cover the date from when this Agreement was countersigned and dated by vrcHost 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

You may at any time cancel your Subscribe To Own service. However, any Subscription Fees already paid are not refundable.

(c) Ownership right

The Subscribe to Own service grants ownership of Archivision Modules over time.   You must sign a vrcHost Arcivision Site License at the end of the first Annual Term or upon termination for ownership of Modules you own.

 (d) 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 notice if no payment is received within 30 days from such final notice.

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 singed 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.**

(e) Copyright

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.

(f) Permissible use

Images accessed via Subscribe To Own 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.

(g) 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;

   3. (iii) Claim any proprietary right of any kind in any Image or derivative;
   4. (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

(h) Service Liability

While every precaution has been taken to avoid service interruption vrcHost is not responsible nor liable in any manner for any interruption in access to the Library. Should vrcHost 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.

(i) 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).

(j) 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 Sate or Canadian Province OR UK county), to the exclusion of its conflict of law provisions.

(k) No Assignment

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

(l) 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.

(m) 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 vrcHost).

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

name: _____ signature: _____

date: _____

and Signing Officers for the educational institution:

name of institution: _____

signing officer's name: _____ title: _____

signature: _____ date: _____

email: _____

NOTE: Please scan and email this form with your signature(s) to info@vrchost.com and we will counter sign and email 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:

vrcHost LLC
8345 NW 66 St. #B1497
Miami, FL, 33166 / info@vrchost.com

Client # _____ Term Start Date: _____
Term End Date**: _____**

SCHEDULE "A"
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. 1) FACULTY & STUDENTS -- up to1,500 pixels (long side) via accounts we provided
2. 2) OWNED IMAGES – full 3,100 - 6,000 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 Subscribe To Own 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.

    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

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

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:**