

ARCHIVISION RESEARCH LIBRARY
HOSTED ACCESS PROVIDER AGREEMENT WITH ARCHIVISION, INC.

IN MDID3 ON A vrcHost SERVER

Version Jan. 2015

Name of Institution: _____
Campuses requesting access: _____

Total number of students (full/part time) at your institution: _____

Address: _____

Contact name: _____

email: _____

Phone: _____ **fax:** _____

Existing client of Archivision? YES / NEW CLIENT Sales rep? _____

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

Archivision will confirm and authorize your access.

Local image delivery system currently in use, if any: _____

Please ask us to provide you with a quote for your annual access fee, if applicable, and write it here: _____

:: Definitions

1) Hosted Access is defined as access to Archivision, Inc. images that have been licensed in perpetuity and paid for by an institution and where a signed Archivision Site License is on file with Archivision. Access is provided to the Archivision Library in Library Modules only (Base Collection plus sequential Addition Modules that have been licensed). Hosting Access Provider Agreement with Archivision Inc.

Note: Hosted Access is a service for Archivision clients and differs from a typical subscription because the images have been licensed and paid for in perpetuity by the institution. Subscription Access is defined as annual access to Archivision images for institutions that have NOT licensed the images in perpetuity. Subscription Access information is not addressed in this document.

2) Service Provider is defined as any sanctioned commercial entity that provides access to licensed Archivision content via Archivision Library Modules on their own server as a service to clients of Archivision. The Service Provider may charge a set-up fee and may charge for annual access as per the Hosted Access Fee Schedule posted on the Archivision website at the URL given above.

The Service Provider may also produce incentives where you license or have licensed a substantial product or service to keep your access free, as per the terms of your Service Provider stated below in this agreement. There are currently two sanctioned Archivision Library Module Service Providers: 1) Archivision Inc. 2) Luna Imaging, Inc.

.: Common details .:

Sign up for hosted service at any time

The service will be “turned on” within 10 to 15 working days of receipt of your set-up fee (if charged), annual access charges (where applicable) and this signed Hosted Access Agreement, unless you are notified otherwise as per mutual agreement.

Annual access fees

Any annual access fees paid cover the date from when your service was “turned on” until one calendar year has passed from that date (365 days) and subsequent 365 day terms for which you have requested and paid for access. All access fees will be quoted and billed by your chosen Service Provider, namely Archivision Inc., 60 days prior to the end of your 365 day cycle, and will renew automatically for successive 365 day terms, provided that the annual hosted service fees are paid and no notice of change of terms is given by the Service Provider or you. All annual hosted service fees are subject to change with notice on your renewal invoice date.

If your access service is terminated you may re-sign up at any time

You may at any time re-sign up for any Hosted Access Service currently available. You may need to pay the current set-up fee per campus for each new start request and any access charges that may apply from your new Service Provider.

Receive the content locally at any time

You may elect to take the Archivision Library modules you have licensed home AT ANY TIME – however, the hosting set-up fee and access fees charged (if applicable) are non-refundable.

Should you wish to transfer the Archivision Digital Library modules you have licensed to your server please contact Archivision at contact@archivision.com and ask them to send you the metadata and all the derivative files on a drive; there is currently a shipping fee of \$75 and you may keep the drive.

Please Note: While every precaution has been made to avoid service interruption Archivision Inc. is not responsible nor liable in any manner for any interruption in access to the Archivision Library, or further content you have access to, for your institution. Furthermore,

Archivision Inc. is not liable in any manner for personal content which you upload onto our servers and we reserve the right to remove inappropriate material at our sole discretion. Should we need to terminate the Hosted Service Access for access to Archivision content you have licensed, for any reason, Archivision will, as per your request, 1) offer you a hosted service with another Service Provider you choose (if available) where we transfer remaining credit for access fees paid to the new provider reducing your cost (if any and if possible) accordingly or 2) Archivision will offer to provide you with updated images and metadata on a hard drive, for a service and per terms stated above, so you can load and host on your server or choose another third party service.

Sign up for all Options or Switch Your Hosted Access Service at any time

any time switch from one Hosted Service option to the other (if available), however, any access fees paid are non refundable and non transferable and there may be a new set-up fee and new access fees may apply.

Keeping it Current

From time to time as you license new Archivision Library Modules Archivision will turn on your new content. We will attach the invoice to this agreement and you should do the same to keep it up to date. No further changes are needed to this agreement.

:: THE ARCHIVISION MDID3 SERVICE with vrcHost – DETAILS ::

**Note: MDID3 is open source, there is no software license required to use this service (no back-end license required with unlimited use by your institution).*

SERVICE IS IN MDID3

Download access is to the full 18 MB JPEG files (3,100 pixels long side) and derivatives held in the Archivision Library modules your institution has licensed including the full metadata for those images. Authentication is via a range of public IP addresses with remote access via a proxy/vpn server, both managed by your institution.

The free MDID3 hosted access is vrcHost's BASIC PLAN. You may upgrade to their EXTENDED PLAN. For details please visit: <http://www.vrchost.com/services/hosting/>

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

With the license of your next module: If your access was terminated or you were unable to license the next module in your sequence and you paid an annual access fee, we will restore access upon receipt of a PO for the next module in your sequence. We will deduct any access fees paid from that module's invoice and a new set-up fee may apply unless otherwise stated.

Should Archivision cease, for any reason, to create an annual Addition Module of 6000 images, any annual access fees charged in the current 365 day cycle before such notice is made will no longer apply as credit towards new content. Every attempt will be made to notify you of such a situation well in advance so you may choose another hosted option if you so desire.

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

Name: _____
Phone number: _____ Email: _____
Fax: _____ IP range: _____

This Hosted Access Service Agreement is made this _____ day of _____, 2014

IN WITNESS WHEREOF, the parties, Archivision Inc. and your institution, namely _____ have caused this Agreement to be executed by their duly authorized representatives as of the date written above. The agreement will become active upon receipt of our counter signed copy and payment of any fees that apply. Access will commence the day service is "turned on" and ARCHIVISION will notify your contacts by email that day. Once signed this agreement should be attached to your Archivision Site License Agreement. Please ensure that they are attached in your file.

Scott Gilchrist, on behalf of Archivision Inc:

Signing Officers for your Insitution:

By: _____

By: _____

Name/Title: Preident

Name/Title:

Date: _____

Date: _____

NOTE: Please fax this agreement page back with your signature(s) to 866-222-4370 and we will counter sign and email a scanned copy back back to you. Alternately, you can print out two 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, Montreal (Mirabel), QC J7N 0E9 CANADA

FAX: 866-222-4370

toll free: 877-655-9855 / email: scott@archivision.com