

ARCHIVISION INC. UNIVERSITY SITE LICENSE AGREEMENT

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(s) or access it via remote hosting options as outlined in the following Site License:

BETWEEN:

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

AND:

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

UNIVERSITY OF MICHIGAN

1) BACKGROUND

- a. Scott Gilchrist B. Arch., M. Arch., holds a library of architectural, archaeological, historical, art and artistic digital images and videos (collectively the "**Images**"). When our Images are combined with our extensive, researched metadata within a database delivery system the library is called the Archivision Research Library (the "**Library**"). The Library is divided into Modules (Base Module of 16,000 images) and periodically grows (annually) via the addition of a new Addition Module (each 6000 Images).
- 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.
- c. Archivision Inc. ("**Archivision**") administers and enforces copyrights to the Images and grants licenses or subscription access to use the Images on behalf of Scott Gilchrist.
- d. Archivision also holds extensive researched data on each image and extensive researched background data on each subject in its Library. This combined data is hereinafter referred to as "catalog data".
- e. 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 for educational and not for profit uses are referred to as Authorized Users in this Agreement.
- f. Licensee desires to obtain a license to install and use the Licensed Materials at the Site(s) specified in **Appendix C** ("Site") and/or access the Licensed Materials

via remote hosting option for use by such Sites, pursuant to the terms, conditions and limitations set forth herein.

THEREFORE, the University and Archivision agree as follows:

2) WHAT ARCHIVISION IS LICENSING TO YOU

- a. 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. **Included with your order:** JPEG files: 3100 pixels x 2000 pixels (42" x 28") at 72 ppi = 18MB file AND (starting with Module Eleven and Adjunct Module A: ITALIAN ART, 6000 pixels long side = 69 MB files (FULL size)
 2. You may also order TIFF files (FULL size only) for an additional fee as posted on our website and as per any quote made to you.
- b. All accompanying catalog data will come to the University, free of additional charge, via the following method you choose (you may choose several options):

1. CATALOG DATA:

- i. As a Microsoft Excel spreadsheet. Our data contains as many as 136 fields, mapped to a flattened VRA Core 4 template.
- ii. As VRA Core 4 validated XML
- iii. RDF with LOD data
- iv. Within the VCat database (requires Filemaker Pro version 7 or later to use) FREE OF CHARGE

NOTE: We can help you map our metadata to your DAP (Discovery, Access, Presentation) system or Shared Shelf for easy ingestion. We can also help you merge our data with yours. Ask for details.

3) THIRD PARTY SERVICES:

- a. You may upload Licensed Materials into ARTstor's Shared Shelf (contact ARTstor regarding fees) and via our prepped data files for easy ingestion.
- b. You may request access in any Archivision remote hosting options, currently in 1) LUNA or 2) MDID and as per the hosting fees and terms posted on our website or as per quote from us. Note: if you license a new Addition Module(s) from us each year we will waive the hosting access fee for the MDID hosting option at vrcHost unless other arrangements or quotes have been made. For those that have a Luna Site License access is currently FREE.

Note: While every attempt has been made to supply accurate and complete metadata 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, and all delivery systems (DAPs/DAMs) currently in use or to be introduced in the future, (such as Almagest, MDID, Luna Insight, EmbARK, Extensis Portfolio, ExLibris DigiTool, DSpace, CONTENTdm, etc.), provided such Authorized Users access the Licensed Materials through the University's secure network. Licensee may install licensed Archivision images into a third party remote hosting system or access pre-loaded options, as defined above in (3), so long as access to the Images remains bound by the terms of this agreement. Your "use" of the Licensed Materials 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
 1. *Persons officially registered as full or part-time students with the University, in both degree and non-degree programs, faculty (including emeritus faculty), and other members of the teaching staff; administrators; and employed staff;*
 2. *Authorized affiliates, i.e., affiliated or visiting scholars or researchers and registered participants in outreach and intern programs;*
 3. *Other individual authorized users comprising membership of the University, for guest accounts in order to complete academic or administrative work;*
 4. *Any of the groups above at any location in the world, with appropriate authentication;*
 5. *All onsite users ("walk-ins") accessing the Licensed Materials only on public workstations within the facilities of the University comprising membership of the University 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 Image Viewer, 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. The licensee will in no way be liable for costs associated with copyright or release claims made against Archivision or against the Licensee.

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 any way 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 alter 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 JPEG derivative 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. Furthermore, an imbedded copyright statement is placed in the copyright notice field under File Info in Photoshop.

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. Further sales of additional modules will be included in and covered by this agreement by attaching the purchase order or invoice from Archivision (with PO number visible on the invoice) for the additional purchases to this agreement, kept on file with a completed signature page.
- c. Should you make a material breach to 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 you 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 (signed statement available upon request); and that neither Scott Gilchrist nor Archivision has received, nor is 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 Modules and via mutual agreement to your University and maintain this list as you license additional images from time to time via "Addition Modules" of 6000 images each 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 __MICHIGAN__.
- e. All Amendments in Writing. No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede 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 the University.
- 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.
- g. The parties have agreed that this license shall be in English. Les parties ont convenu que cette licence doit être en anglais.

The Following Appendices are attached and incorporated into this Agreement:

- a. Appendix A: License Fee Structure
- b. Appendix B: Licensed Materials
- c. Appendix C: Site(s)
- d. Appendix D: Suggested "Blanket Conditions of Use" notice

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